DOWNTOWN SEAWALK
MINER'S COVE TO FRANKLIN DOCK

VOLUME I OF II

Contract No. E13-288

File No. 1489

ENGINEERING DEPARTMENT

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END OF SECTION

SECTION 00030 NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

Downtown Seawalk
Miner's Cove to Franklin Dock

The Contract Documents may be obtained at the City & Borough of Juneau (CBJ) Engineering Department, 3rd Floor Marine View Center, upon payment of $50.00 (non-refundable) for each set of Contract Documents (including Technical Specifications and Drawings) or may be downloaded for free at the CBJ Engineering Department webpage at: www.juneau.org/engineering

PRE-BID CONFERENCE. Prospective Bidders are encouraged to attend a pre-Bid conference to discuss the proposed WORK, which will be conducted by the OWNER, at 10:00 a.m. on July 26, 2013, in the CBJ Engineering Department Conference Room, 3rd Floor, Marine View Center. The object of the conference is to acquaint Bidders with the project and bid documents.

DESCRIPTION OF WORK. This Project consists of construction of an elevated marine Seawalk adjacent to the existing Miner's Cove Building Seawalk and south past the Transfer dock to the restroom facility, including construction of steel pipe piles, splices and pile caps; pier timberwork and decking; concrete footings, retaining walls, planters and pedestals; railings; concrete sidewalk; asphalt pavement; grading, fill and storm drainage work; overhead canopy; picnic tables, benches, landscaping, sign installation; electrical utilities; the relocation of a sewer line; and other related Work.

COMPLETION OF WORK. Work may not begin prior to October 1, 2013 and shall be completed by the following deadlines:

Work Description	**Completion Date**
In-water Work	March 31, 2014
All Work, except planting	April 23, 2014
Planting	June 15, 2014

DEADLINE FOR BIDS: Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on August 7, 2013,** or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter in the Assembly Chambers of the Municipal Building, 155 S. Seward Street, unless otherwise specified.

Bid documents delivered in person or by courier service must be delivered to:

PHYSICAL LOCATION:
City and Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

SECTION 00030 NOTICE INVITING BIDS

Bid documents delivered by the U.S. Postal Service must be mailed to:

MAILING ADDRESS:
City and Borough of Juneau, Purchasing Division
155 South Seward Street
Juneau, AK 99801

Please affix the label below to outer envelope in the lower left hand corner.

IMPORTANT NOTICE TO BIDDER

To submit your Bid:

1. Print your company name and address on the upper left corner of your envelope.
2. **Complete this label and place it on the lower left corner of your envelope.**

S	**BID NUMBER:**	
E	**E13-288**	**B**
A	**SUBJECT:**	**I**
L	**Downtown Seawalk – Miner's Cove**	**D**
E	**to Franklin Dock**	
D	**DEADLINE DATE:**	
	_____	
	PRIOR TO 2:00PM ALASKA TIME	

Mailing/delivery times to Alaska may take longer than other areas of the U.S. Late bids will not be accepted and will be returned.

SITE OF WORK. End of the current Seawalk at the Miner's Cove building to the restrooms just past Franklin Dock along Thane Road.

BIDDING, CONTRACT, or TECHNICAL QUESTIONS. All communications relative to this WORK, prior to opening Bids, shall be directed to the following:

Jennifer Mannix, Contract Administrator
CBJ Engineering Department, 3rd Floor, Marine View Center
Email: jennifer_mannix@ci.juneau.ak.us
Telephone: (907) 586-0873
Fax: (907) 586-4530

BID SECURITY. Each Bid shall be accompanied by a certified or cashier's check or Bid Bond, in the amount of 5% percent of the Bid, payable to the City and Borough of Juneau, Alaska, as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it.

CONTRACTOR'S LICENSE. All contractors are required to have a current Alaska Contractor's License, prior to submitting a Bid, and a current Alaska Business License prior to award.

SECTION 00030 NOTICE INVITING BIDS

BID TO REMAIN OPEN. The Bidder shall guarantee the Bid for a period of 90 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 90 Days.

OWNER'S RIGHTS RESERVED. The OWNER reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interests of the OWNER.

OWNER: City and Borough of Juneau

By: _____ July 15, 2013

Jennifer Mannix, Contract Administrator Date

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS. Terms used in these Instructions to Bidders and the Notice Inviting Bids, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.

2.0 INTERPRETATIONS AND ADDENDA.

A. INTERPRETATIONS. All questions about the meaning or intent of the Contract Documents are to be directed to the Engineering Contracts Administrator. Interpretations or clarifications considered necessary by the Engineering Contracts Administrator in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Engineering Contracts Administrator, or OWNER, as having received the Contract Documents. Questions received less than seven Days prior to the Deadline for Bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. ADDENDA. Addenda may be issued to modify the Contract Documents as deemed advisable by the OWNER. Addenda may be faxed or, if addendum format warrants, addenda may be posted to the CBJ Engineering Department website. In any event, notification of addendum issuance will be faxed to planholders. Hard copies are available upon request. The OWNER will make all reasonable attempts to ensure that all planholders receive notification of Addenda, however, it is strongly recommended by the OWNER that bidders independently confirm the contents, number, and dates of each Addendum prior to submitting a Bid.

3.0 FAIR COMPETITION. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected.

4.0 RESPONSIBILITY OF BIDDERS. Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. The OWNER may find a bidder to be not responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

A. Evidence of bid rigging or collusion;

B. Fraud or dishonesty in the performance of previous contracts;

C. Record of integrity;

D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;

E. Unsatisfactory performance on previous or current contracts;

F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;

G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded;

H. Failure to reimburse the OWNER for monies owed on any previous contracts;

I. Default under previous contracts;

J. Failure to comply with any qualification requirements of the OWNER; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;

K. Engaging in any activity that constitutes a cause for debarment or suspension under the CBJ Procurement Code 53.50 or submitting a bid during a period of debarment;

L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or

M. Lack of legal capacity to contract.

N. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER per Paragraph 21.0 of this Section.

O. Failure to submit a complete Subcontractor Report as required in section Section 00360 – Subcontractor Report.

Nothing contained in this section deprives the OWNER of its discretion in determining the lowest responsible bidder. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

5.0 NON-RESPONSIVE BIDS. Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:

A. If a Bid is received by the CBJ Purchasing Division after the Deadline for Bids.

B. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.

C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.

D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the OWNER.

E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of authorized alternate pay items.

F. If the Bidder has not acknowledged receipt of each Addendum.

G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.

H. If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.

I. If a Bid modification does not conform to Article 15.0 of this Section.

6.0 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder before submitting a Bid:

A. To examine thoroughly the Contract Documents, and other related data identified in the Bidding documents (including "technical data" referred to below):
   1. To visit the site to become familiar with and to satisfy the Bidder as to the general and local conditions that may affect cost, progress, or performance, of the WORK,
   2. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK,
   3. To study and carefully correlate the Bidder's observations with the Contract Documents, and other related data; and
   4. To notify the ENGINEER of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.

7.0 REFERENCE IS MADE TO THE SUPPLEMENTARY GENERAL CONDITIONS FOR IDENTIFICATION OF:

A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.

B. Those Drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the site have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such Drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such Drawings or the completeness thereof is the responsibility of the Bidder.

C. Copies of such reports and Drawings will be made available by the OWNER to any Bidder on request if said reports and Drawings are not bound herein. Those reports and Drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.

D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Engineer of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.

F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface,
and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.

G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.

H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.

I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6.0, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

8.0 BID FORM.

A. The Bid shall be made on the Bid Schedule(s) bound herein, or on the yellow Bid packet provided, or on legible and complete copies thereof, and shall contain the following: Sections 00300, 00310, the required Bid Security, and any other documents required in Section 00300 – Bid.

B. All blanks on the Bid Form and Bid Schedule must be completed in ink or typed.

C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.

D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.

E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.

F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge Addenda may render Bid non-responsive and may cause its rejection.

G. The address to which communications regarding the Bid are to be directed must be shown.

9.0 QUANTITIES OF WORK. The quantities of WORK, or material, stated in Unit Price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of WORK, or material, will correspond therewith, and reserves the right after award to increase or decrease the amount of any Unit Price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the Unit Price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price (see Section 00700 - General Conditions, Article 10 Changes In the WORK).

10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS. The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 – Contractor Submittals.

11.0 SUBMISSION OF BIDS. The Bid shall be delivered by the time and to the place stipulated in Section 00030 - Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, emailed, or faxed Bids will not be considered. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall also include the label included in Section 00030 – Notice Inviting Bids. The Bid Security shall be enclosed in the same envelope with the Bid

12.0 BID SECURITY, BONDS, AND INSURANCE. Each Bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond in an amount of at least 5 percent of the total Bid price. The "total Bid price" is the amount of the Base Bid, plus the amount of alternate Bids, if any, which total to the maximum amount for which the CONTRACT could be awarded. Said check or Bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if offered the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said Bonds, if required, and insurance amounts shall be as stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, may be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible Power of Attorney.

13.0 RETURN OF BID SECURITY. The OWNER will return all Bid security checks (certified or cashier's) accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. Following execution of the Agreement, all other Bid security checks will be returned to the respective Bidders whose Bids they accompanied and Bid security bonds will be appropriately discarded.

14.0 DISCREPANCIES IN BIDS. In the event there is more than one Pay Item in a Bid Schedule, the Bidder shall furnish a price for all Pay Items in the schedule, and failure to do so may render the Bid non-responsive and cause its rejection. In the event there are Unit Price Pay Items in a Bid Schedule and the "amount" indicated for a Unit Price Bid Item does not equal the product of the Unit Price and quantity, the Unit Price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one Pay Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

A. Any bidder may deliver a modification to a bid in person, by mail or fax (907-586-4561), provided that such modification is received by the Purchasing Division no later than the deadline for bids. Modifications will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of the modification. The modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened.

The Bid modifications shall be provided on the **Bid Modification Form** located at the end of this Section. Submittal of any other form by the vendor may deem the modification unacceptable by the OWNER **A mail or fax modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the City and Borough until the sealed Bid is opened**. Submitted Modification forms shall include the modification to the unit price or lump sum amount of each pay item modified.

FAX DISCLAIMER: It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. The Purchasing Division will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The City will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Purchasing Division (907-586-5258) prior to deadline.

B. Conditioned bids, limitations, or provisos attached to the Bid or bid modification will render it unauthorized and cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.

16.0 WITHDRAWAL OF BID. Prior to the Deadline for Bids, the Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids.

17.0 AWARD OF CONTRACT.

A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule.

B. If the OWNER has elected to advertise this Project with a Base Bid and Alternates, the OWNER may elect to award the contract for the Base Bid, or the Base Bid in combination with one or more Alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible bidder offering the lowest total Bid for the WORK to be awarded.

18.0 EXECUTION OF AGREEMENT.

A. All Bids of value greater than $1,000,000 must be approved by the CBJ Assembly. After the CBJ Assembly has approved the award and after the Bid protest period, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, collect insurance, and shall furnish all certificates and Bonds required by the Contract Documents within 10 Days (calendar) from the date of the Notice of Intent to Award letter.

B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

19.0 LIQUIDATED DAMAGES. Provisions for liquidated damages if any, are set forth in Section 00500 - Agreement.

20.0 FILING A PROTEST.

A. A Bidder may protest the proposed award of a competitive sealed Bid by the City and Borough of Juneau. The protest shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and CBJ Ordinance 53.50.080 ADMINISTRATION OF PROTEST. The entire text of the CBJ Purchasing Ordinance can be accessed at the CBJ

website, *http://www.juneau.org/law/code/code.php*, or call the CBJ Purchasing Division at (907) 586-5258 for a copy of the ordinance.

B. Late protests shall not be considered by the CBJ Purchasing Officer.

21.0 CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT: Contractors must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than ***seven business days*** following notification by the CBJ of intent to award. **Good standing** means: all amounts owed to the CBJ are current and the Contractor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Contractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Contractor is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your bid. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

22.0 PERMITS AND LICENSES. The CONTRACTOR is responsible for all WORK associated with meeting any local, state, and/or federal permit and licensing requirements.

CITY AND BOROUGH OF JUNEAU
PURCHASING DIVISION
FAX NO. 907-586-4561

BID MODIFICATION FORM

Modification Number: _____

Note: All modifications shall be made to the original bid amount(s). If more than one Modification form is submitted by any one bidder, changes from all Modification forms submitted will be combined and applied to the original bid. Changes to the modified Bid amounts will be calculated by the OWNER.

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT PRICE CHANGE – Leave Blank For Lump Sum Pay Items (*indicate* +/-)	TOTAL INCREASE OR DECREASE (*indicate* +/-)
		Total Increase or Decrease	$

Name of Bidding Firm

Responsible Party Signature

Printed Name (must be an authorized signatory for Bidding Firm)

END OF SECTION

SECTION 00300 - BID

BID TO: THE CITY AND BOROUGH OF JUNEAU

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled

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2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.

4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.

7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

Give number and date of each Addenda above. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection.

Dated: _____	Bidder: _____ (Company Name)
Alaska CONTRACTOR's Business License No: _____	By: _____ (Signature)
Alaska CONTRACTOR's License No: _____	Printed Name: _____
Telephone No: _____	Title: _____
Fax No: _____	Address: _____ (Street or P.O. Box)
E-mail: _____	_____ (City, State, Zip)

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing its signature in the space provided below.

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:

   - Bid, Section 00300 (includes Addenda receipt statement)
   - Completed Bid Schedule, Section 00310
   - Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)

10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the ***fifth business day*** following the date of the Posting Notice.

    - Subcontractor Report, Section 00360

    The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER may then consider the next lowest Bidder for award of the contract.

11. The successful Bidder will be required to submit, ***within ten Days (calendar)*** after the date of the "Notice of Intent to Award" letter, the following executed documents:

    - Agreement Forms, Section 00500
    - Performance Bond, Section 00610
    - Payment Bond, Section 00620
    - Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800

END OF SECTION

SECTION 00310 - BID SCHEDULE

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1	All The Work except as noted below, including: Seawalk pile caps, deck, stairs and guardrail; concrete and concrete retaining walls, canopy and windscreens, Uplands civil improvements, site furnishings, landscaping, mobilization, Construction surveying and electrical work.	Lump Sum	All Req'd	Lump	Sum		
2	Furnish and Install Steel Pipe Piles, Batter	Each	54				
3	Steel Pipe Pile Splices	Each	10				

TOTAL BID _____

COMPANY NAME: _____

SECTION 00320 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that_____

_____ as Principal, and _____

as Surety, are held and firmly bound unto **THE CITY AND BOROUGH OF JUNEAU** hereinafter called "OWNER," in the sum of _____

_____dollars, (not less than five percent of the total amount of the Bid) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the Bid Schedule of the OWNER's Contract Documents entitled

Downtown Seawalk
Miner's Cove to Franklin Dock
Contract No. E13-288

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20___

(SEAL)_____ (SEAL)_____
(Principal) (Surety)

By:_____ By:_____
(Signature) (Signature)

END OF SECTION

SECTION 00360 - SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS (AS 36.30.115)

The apparent low Bidder must submit a list of Subcontractors that the Bidder proposes to use in the performance of this contract ***on the fifth business day*** following the Posting Notice of Bids. If the fifth day falls on a weekend or holiday, the report is due by close of business on the next business Day following the weekend or holiday. The Subcontractor Report list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractor's Registration under AS 08.18. ***If no Subcontractors are to be utilized in the performance of the WORK, write in ink or type "NONE" on line (1) below.***

	SUBCONTRACTOR ADDRESS	[1] AK Contractor License No. [2] AK Business License No.	[1] Contact Name [2] Phone No.	Type of Work	Contract Amount	✓ if DBE
1.		[1] [2]			$	☐
2.		[1] [2]			$	☐
3.		[1] [2]			$	☐
4.		[1] [2]			$	☐

I certify that the above listed Alaska Business License(s) and CONTRACTOR Registration(s), if applicable, were valid at the time Bids were opened for this Project.

_____
CONTRACTOR, Authorized Signature

_____
CONTRACTOR, Printed Name

_____
COMPANY

SECTION 00360 - SUBCONTRACTOR REPORT

A. A Bidder may replace a listed Subcontractor if the Subcontractor:

1. fails to comply with AS 08.18;
2. files for bankruptcy or becomes insolvent;
3. fails to execute a contract with the Bidder involving performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
4. fails to obtain bonding;
5. fails to obtain insurance acceptable to the OWNER;
6. fails to perform the contract with the Bidder involving work for which the Subcontractor was listed;
7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
8. refuses to agree or abide with the Bidder's labor agreement; or
9. is determined by the OWNER not to be responsible.
10. is not in "Good Standing" with the OWNER as required in Article 21.0 in Section 00100 – Instructions to Bidders.

B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.

C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the contract violates this section.

D. If a contract is awarded to a Bidder who violates this section, the OWNER may:

1. cancel the contract; or
2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.

E. On the Subcontractor Report, the apparent low Bidder must list any Subcontractors anticipated to perform WORK with a value of greater than one-half of one percent of the intended award amount, or $2,000, whichever is less.

F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

END OF SECTION

SECTION 00500 - AGREEMENT

THIS AGREEMENT is between **THE CITY AND BOROUGH OF JUNEAU** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR) OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER's Bid Documents entitled **Contract No. E13-288, Downtown Seawalk – Miner's Cove to Franklin Dock.**

The WORK is generally described as follows: This Project consists of construction of an elevated marine Seawalk adjacent to the existing Miner's Cove Building Seawalk and south past the Transfer dock to the restroom facility, including construction of steel pipe piles, splices and pile caps; pier timberwork and decking; concrete footings, retaining walls, planters and pedestals; railings; concrete sidewalk; asphalt pavement; grading, fill and storm drainage work; overhead canopy; picnic tables, benches, landscaping, sign installation; electrical utilities; the relocation of a sewer line; and other related miscellaneous WORK.

The WORK to be paid under this contract shall include the following: Total Bid as shown in Section 00310 - Bid Schedule.

ARTICLE 2. CONTRACT COMPLETION TIME. Work may not begin prior to October 1, 2013 and shall be completed by the following deadlines:

Work Description	Completion Date
In-water Work	March 31, 2014
All Work, except planting	April 23, 2014
Planting	June 15, 2014

ARTICLE 3. DATE OF AGREEMENT

The date of this Agreement will be the date of the last signature on page three of this section.

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER **$200.00** for each Day that expires after the completion time specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: **Contract No. E13-288, Downtown Seawalk – Miner's Cove to Franklin Dock**, those unit price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

The total amount of this contract shall be _____ ($ _____), except as adjusted in accordance with the provisions of the Bid Documents.

ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

Progress payments will be paid in full in accordance with Article 14 of the General Conditions until ninety (90) percent of the Contract Price has been paid. The remaining ten (10) percent of the Contract Price may be retained, in accordance with applicable Alaska State Statutes, until final inspection, completion, and acceptance of the Project by the OWNER.

ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (pages 00500-1 to 00500-6, inclusive) and the following sections of the Contract Documents:

- Table of Contents (pages 00005-1 to 00005-2, inclusive)
- Notice Inviting Bids (pages 00030-1 to 00030-3, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-9, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-48, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-5, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Permits, (page 00852-1 – plus two pages).
- Special Provisions (pages-1 to-119, inclusive)
- Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 with current Errata Sheets.
- Drawings consisting of 78 sheets, as listed in the Table of Contents.
- Addenda numbers _____ to ____, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.3 of the General Conditions.

ARTICLE 8. MISCELLANEOUS.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents. This Agreement shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed on the date listed below by OWNER.

OWNER:

City and Borough of Juneau

(Signature)

By: Kimberly A. Kiefer, City & Borough Manager
(Printed Name)

Date:

OWNER's address for giving notices:

155 South Seward Street

Juneau, Alaska 99801

907-586-0873 907-586-4530
(Telephone) (Fax)

(E-mail address)

CONTRACTOR:

(Company Name)

(Signature)

By:
(Printed Name, Authority or Title)

CONTRACTOR Signature Date:

CONTRACTOR's address for giving notices:

(Telephone) (Fax)

Contractor License No.

CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

_____a corporation existing under the laws of

the State of_____, held on _____, 20____, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ President of the Corporation, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this corporation and that the execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the

corporation this _____ day of _____, 20____.

_____
Secretary

(SEAL)

CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

_____ a partnership existing under the laws of the State

of _____, held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this partnership and that the execution thereof, attested by the _____shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

_____
Secretary

(SEAL)

CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the

_____ a joint venture existing under the laws of the

State of _____, held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this joint venture and that the execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20___.

_____
Secretary

(SEAL)

END OF SECTION

SECTION 00610 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)
_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)
of _____, State of _____hereinafter called the "Surety," are held and firmly bound to _the **CITY AND BOROUGH of JUNEAU, ALASKA**_ hereinafter called "OWNER,"
(Owner) (City and State)
for the penal sum of _____

_____dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective date) _____, a copy of which is hereto attached and made a part hereof for the construction of:

Downtown Seawalk
Miner's Cove to Franklin Dock
Contract No. E13-288

NOW, THEREFORE, if the Principal shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof, which may be granted by the OWNER, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

SECTION 00610 - PERFORMANCE BOND

Downtown Seawalk
Miner's Cove to Franklin Dock
Contract No. E13-288

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

CONTRACTOR:

By:_____
(Signature)

_____
(Printed Name)

_____
(Company Name)

_____
(Street or P.0. Box)

_____
(City, State, Zip Code)

SURETY:

By: _____ Date Issued:_____
(Signature of Attorney-in-Fact)

_____
(Printed Name)

_____
(Company Name)

_____
(Street or P.0. Box)

_____
(City, State, Zip Code)

(Affix SURETY'S SEAL)

NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.

END OF SECTION

SECTION 00620 - PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____hereinafter called the "Surety," are held and firmly bound to _the **CITY AND BOROUGH of JUNEAU, ALASKA**_ hereinafter called "OWNER,"
(Owner) (City and State)

for the penal sum of _____

_____dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective date) _____, a copy of which is hereto attached and made a part hereof for the construction of:

Downtown Seawalk
Miner's Cove to Franklin Dock
Contract No. E13-288

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said work, and for all labor performed in such WORK, whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

SECTION 00620 - PAYMENT BOND

Downtown Seawalk
Miner's Cove to Franklin Dock
Contract No. E13-288

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

CONTRACTOR:

By:_____
(Signature)

_____
(Printed Name)

_____
(Company Name)

_____
(Street or P.0. Box)

_____
(City, State, Zip Code)

SURETY:

By: _____ Date Issued:_____
(Signature of Attorney-in-Fact)

_____
(Printed Name)

_____
(Company Name)

_____
(Street or P.0. Box)

_____
(City, State, Zip Code)

(Affix SURETY'S SEAL)

NOTE: If CONTRACTOR is Partnership, <u>all</u> Partners must execute bond.

END OF SECTION

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ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof. Where an entire word is capitalized in the definitions and is found not capitalized in the Contract Documents it has the ordinary dictionary definition.

Addenda - Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the Contract Documents.

Agreement - The written contract between the OWNER and the CONTRACTOR covering the WORK to be performed; other documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form furnished by the ENGINEER which is to be used by the CONTRACTOR to request progress or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price or prices for the WORK.

Bonds - Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the CONTRACTOR to perform its contract.

CBJ Project Manager - The authorized representative of the City and Borough of Juneau Engineering Department, as OWNER, who is responsible for administration of the contract.

Change Order - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the OWNER and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Technical Specifications, Drawings, Permits, and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

Contract Price - The total monies payable by the OWNER to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Time - The number of successive calendar Days stated in the Contract Documents for the completion of the WORK.

CONTRACTOR - The individual, partnership, corporation, joint-venture or other legal entity with whom the OWNER has executed the Agreement.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Defective WORK - WORK that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the ENGINEER's recommendation of final payment.

Drawings - The Drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the WORK and which have been prepared by the ENGINEER and are referred to in the Contract Documents. Shop Drawings are not within the meaning of this paragraph.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer of Record - The individual, partnership, corporation, joint-venture or other legal entity named as such in the Contract Documents.

ENGINEER - The ENGINEER is the firm or person(s) selected by the City and Borough of Juneau (CBJ) to perform the duties of project inspection and management. CBJ will inform the CONTRACTOR of the identity of the ENGINEER at or before the Notice to Proceed.

Field Order - A written order issued by the ENGINEER which may or may not involve a change in the WORK.

General Requirements - Division 1 of the Technical Specifications.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 9603) as amended from time to time.

Holidays - The CBJ legal holidays occur on:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. President's Day - Third Monday in February
4. Seward's Day - Last Monday in March
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Alaska Day - October 18
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday and the following Friday in November
11. Christmas Day – December 25

If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal holidays. If the holiday should fall on a Sunday, Sunday and the following Monday are both legal holidays.

Inspector - The authorized representative of the ENGINEER assigned to make detailed inspections for conformance to the Contract Documents. Any reference to the Resident Project Representative in this document shall mean the Inspector.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Mechanic's Lien - A form of security, an interest in real property, which is held to secure the payment of an obligation. When referred to in these Contract Documents, "Mechanic's Lien" or "lien" means "Stop Notice".

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date of a portion of the WORK, or a period of time within which the portion of the WORK should be performed prior to Substantial Completion of all the WORK.

Notice of Award - The written notice by the OWNER to the apparent successful bidder stating that the apparent successful bidder has complied with all conditions for award of the contract.

Notice of Completion - A form signed by the ENGINEER and the CONTRACTOR recommending to the OWNER that the WORK is Substantially Complete and fixing the date of Substantial Completion. After acceptance of the WORK by the OWNER's governing body, the form is signed by the OWNER and filed with the County Recorder. This filing starts the 30-day lien filing period on the WORK.

Notice to Proceed - The written notice issued by the OWNER to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time.

Notice of Intent to Award - The written notice by the OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the requirements listed therein, within the time specified, the OWNER will enter into an Agreement.

OWNER - The City and Borough of Juneau (CBJ), acting through its legally designated officials, officers, or employees.

Partial Utilization - Use by the OWNER or a substantially completed part of the WORK for the purpose for which it is intended prior to Substantial Completion of all the WORK.

PCB's - Polychlorinated biphenyls.

PERMITTEE – See definition for CONTRACTOR.

Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

Project - The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Shop Drawings - All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR, to the ENGINEER, to illustrate some portion of WORK.

Specifications - Same definition as "Technical Specifications" hereinafter.

Stop Notice - A legal remedy for Subcontractors and suppliers who contribute to public works, but who are not paid for their WORK, which secures payment from construction funds possessed by the OWNER. For public property, the Stop Notice remedy is designed to substitute for mechanic's lien rights.

Sub-Consultant - The individual, partnership, corporation, joint-venture or other legal entity having a direct contract with ENGINEER, or with any of its Consultants to furnish services with respect to the Project.

Subcontractor - An individual, partnership, corporation, joint-venture or other legal entity having a direct contract with the CONTRACTOR, or with any of its Subcontractors, for the performance of a part of the WORK at the site.

Substantial Completion - Refers to when the WORK has progressed to the point where, in the opinion of the ENGINEER as evidenced by Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK can be utilized for the purposes for which it is intended; or if no such notice is issued, when final payment is due in accordance with Paragraph 14.8. The terms "substantially complete" and "substantially completed" as applied to any WORK refer to substantial completion thereof.

Supplementary General Conditions (SGC) - The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

Technical Specifications - Divisions 1 through 16 of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the WORK.

Underground Utilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

WORK, Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK is the result of performing, or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

ARTICLE 2 PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES. When the CONTRACTOR delivers the signed Agreements to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds and Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS. The OWNER shall furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE WORK

A. The CONTRACTOR shall begin to perform the WORK within 10 days after the commencement date stated in the Notice to Proceed, but no WORK shall be done at the site prior to said commencement date.

B. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the ENGINEER any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the ENGINEER before proceeding with any WORK affected thereby.

C. The CONTRACTOR shall submit to the ENGINEER for review those documents called for under Section 01300 - CONTRACTOR Submittals in the General Requirements.

2.5 PRE-CONSTRUCTION CONFERENCE. The CONTRACTOR is required to attend a Pre-Construction Conference. This conference will be attended by the ENGINEER and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified in the General Requirements, Section 01010 - Summary of WORK in the General Requirements.

2.6 FINALIZING CONTRACTOR SUBMITTALS. At least 7 days before submittal of the first Application for Payment a conference attended by the CONTRACTOR, the ENGINEER and others as appropriate will be held to finalize the initial CONTRACTOR submittals in accordance with the General Requirements. As a minimum the CONTRACTOR's representatives should include the project manager and schedule expert. The CONTRACTOR should plan on this meeting taking no less than 8 hours. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first application for payment. No application for payment will be processed until CONTRACTOR submittals are finalized.

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 INTENT

A. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents shall be construed as a whole in accordance with Alaska Law.

B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning, unless a definition has been provided in Article 1 of the General Conditions. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Contract Documents.

C. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, the CONTRACTOR shall report it to the ENGINEER in writing at once, and the CONTRACTOR shall not proceed with the WORK affected thereby (except in an emergency as authorized by the ENGINEER) until a clarification field order, or Change Order to the Contract Documents has been issued.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. In resolving conflicts resulting from, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law, excepting the definition of “PERMITEE” in these permits.
2. Field Orders
3. Change Orders
4. ENGINEER’s written interpretations and clarifications.
5. Agreement
6. Addenda
7. CONTRACTOR's Bid (Bid Form)
8. Supplementary General Conditions
9. Notice Inviting Bids

10. Instructions to Bidders
11. General Conditions
12. Technical Specifications
13. Drawings

B. With reference to the Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail Drawings govern over general Drawings
3. Addenda/ Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over standard drawings

3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10 CHANGES IN THE WORK).

3.4 REUSE OF DOCUMENTS. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with the OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the OWNER.

ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS. The OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the OWNER until a written temporary construction easement, lease or other appropriate agreement has been executed by the CONTRACTOR and the property owner, and a copy of said agreement furnished to the ENGINEER prior to said use; and, neither the OWNER nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

A. Explorations and Reports. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, however, reports are not to be considered complete or comprehensive and nontechnical data, interpretations, and opinions contained in such reports are not to be relied on by the CONTRACTOR. The CONTRACTOR is

responsible for any further explorations or tests that may be necessary and any interpretation, interpolation, or extrapolation that it makes of any information shown in such reports.

B. Existing Structures. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Paragraph 4.4 herein) which are at or contiguous to the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, nontechnical data, interpretations, and opinions contained in such drawings are not to be relied on by the CONTRACTOR. The CONTRACTOR is also responsible for any interpretation, interpolation, or extrapolation that it makes of any information shown in such drawings.

4.3 DIFFERING SITE CONDITIONS

A. The CONTRACTOR shall promptly upon discovery (but in no event later than 14 days thereafter) and before the following conditions are disturbed, notify the ENGINEER, in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Article 1 of these General Conditions, or asbestos, PCB's, petroleum or any other substance or material posing a threat to human or to the environment.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the contract.

B. The OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK shall issue a Change Order under the procedures described in the contract.

C. In the event that a dispute arises between the OWNER and the CONTRACTOR whether the conditions materially differ, or involved hazardous waste or other materials listed above, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all WORK to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by Law which pertain to the resolution of disputes and protests between the contracting parties.

4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

A. Indicated. The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the OWNER or the ENGINEER by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements, the OWNER and the ENGINEER shall not be responsible for the accuracy or

completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.

B. Not Indicated. If an Underground Utility is uncovered or revealed at or contiguous to the site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such Underground Utility and give written notice thereof to that owner and shall notify the ENGINEER in accordance with the requirements of the Supplementary General Conditions and Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

4.5 REFERENCE POINTS

A. The ENGINEER will provide one bench mark, near or on the site of the WORK, and will provide two points near or on the site to establish a base line for use by the CONTRACTOR for alignment control. Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.

B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by personnel qualified under the Alaska Statute governing the licensing of Architects, Engineers, and Land Surveyors.

4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT

A. On City and Borough of Juneau (CBJ) construction projects, the CBJ may make unclassified material available to CONTRACTORs, from the CBJ/State Lemon Creek gravel pit, at a rate less than charged other customers. CONTRACTORs are not required to use material from the CBJ/State pit and the CBJ makes no guarantee as to the quantity or quality of the available material. For this Project, the price shall be $1.90 per ton.

B. CONTRACTORs proposing to use gravel from the CBJ/State pit are required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. CONTRACTORs using the pit must comply with Allowable Use Permit USE 98-00047. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the CBJ/State pit as a gravel source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Gravel Pit Management, at (907) 586-0800.

C. CONTRACTORs deciding to use material from the CBJ/State pit shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual Mining Plan must be reviewed and approved by the CBJ, prior to commencing operations within the pit. CONTRACTORs shall also secure a Performance Bond to ensure

compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ.

D. If CONTRACTOR operations for a project do not exceed 500 tons of material, the CONTRACTOR will not be required to provide an Individual Mining Plan prepared by an engineer. However, the CONTRACTOR must submit an Individual Mining Plan that is in compliance with Allowable Use Permit USE 98-00047 for gravel extraction within the CBJ/State pit. The CONTRACTOR must contact the CBJ Engineering Department for conditions for the extraction.

E. CONTRACTORs using the CBJ material may do primary dry separation (screening) of materials within the pit. Crushing and washing of material will not be allowed. CONTRACTORs shall account for placement of materials removed from the pit. The CBJ may require CONTRACTORs to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability. Unprocessed overburden removed from the pit will not be weighed. All other material mined will be weighed at the CBJ scale. CONTRACTORs will be responsible for loading and/or screening their own material. If asphalt pavement is removed as part of the WORK, CONTRACTORs shall dispose of the material at a to-be-specified location within the pit area, as directed by the CBJ Project Manager.

F. The gravel pit overhead charge shall be paid to the CBJ by the CONTRACTOR within 60 days after removal of all materials from the pit and prior to requesting and/or receiving final payment. Upon completion of each excavation CONTRACTORs shall notify the CBJ, in writing, in sufficient time to perform a field-compliance examination prior to vacating the pit. Any significant deviation from the stipulations of the Individual Mining Plan identified during the field inspection shall be corrected by the CONTRACTOR prior to release of the bond. A signed release from CBJ will be required prior to releasing the CONTRACTOR's bond.

G. If asphalt pavement is removed as part of this WORK, the CONTRACTOR shall dispose of the material at the location designated as the Asphalt Storage Facility, or as directed by the ENGINEER.

H. The CBJ/State pit is a seasonal operation. The hours of operation are from 7:00 a.m. to 6:00 p.m., Monday through Friday, from April 1 through October 15 of the year. CONTRACTORS may obtain gravel on weekends, or during the off-season, by applying for a separate agreement with the City and Borough of Juneau Engineering Department. The CONTRACTOR will be responsible for any additional costs incurred during weekend or off-season operations at the gravel pit.

I. All Contractors/Equipment Operators using the CBJ/State Pit shall be in compliance with Federal Mine Safety and Health Administration regulations for quarry and gravel operations.

ARTICLE 5 BONDS AND INSURANCE

5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

A. The CONTRACTOR shall furnish, when required, Performance and Payment Bonds on forms provided by the CBJ for the penal sums of 100% of the amount of the Bid award. The

surety on each bond may be any corporation or partnership authorized to do business in the State of Alaska as an insurer under AS 21.09. These bonds shall remain in effect for 12 months after the date of final payment and until all obligations and liens under this contract have been satisfied. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

B. If the surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the OWNER.

C. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions. The City Engineer may, on behalf of the OWNER, notify the surety of any potential default or liability.

5.2 INSURANCE

A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Final Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing Defective WORK in accordance with Paragraph 13.6, but the CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

B. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized in the State of Alaska to issue insurance policies for the limits and coverages so required. Such insurance companies shall have a current Best's Rating of at least an "A" (Excellent) general policy holder's rating and a Class VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written

notice has been given to the OWNER by certified mail. All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shall purchase and maintain the following insurance:

1. Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. This policy shall include an "all states" endorsement. The CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
2. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees or damage to property of the OWNER or others arising out of any act or omission of the CONTRACTOR or its agents, employees, or Subcontractors. The policy shall contain no exclusions for any operations within the scope of this contract.
3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Coverage for hired motor vehicles should include endorsement covering liability assumed under this Agreement.
4. Subcontractor's Commercial General Liability Insurance and Commercial Automobile Liability Insurance. The CONTRACTOR shall either require each of its Subcontractors to procure and to maintain Subcontractor's Commercial General Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its Subcontractors in the CONTRACTOR's own policy, in like amount.
5. Builder's Risk. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the CONTRACTOR, the OWNER, and the ENGINEER, against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the WORK at completion. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, the OWNER, and the ENGINEER. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external

cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.

B. The CONTRACTOR shall designate in writing and keep on the WORK site at all times during its progress a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the OWNER and the ENGINEER. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER and the ENGINEER only.

C. The CONTRACTOR's superintendent shall be present at the site of the WORK at all times while WORK is in progress. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the site.

6.2 LABOR, MATERIALS, AND EQUIPMENT

A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all WORK at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the OWNER's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER.

B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes

the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

C. All costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.

D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.

E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the ENGINEER, or any of the ENGINEER consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.

F. The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time set forth in and required by these specifications. All workers shall have sufficient skill and experience to perform property the WORK assigned to them. Workers engaged in special WORK, or skilled WORK, shall have sufficient experience in such WORK and in the operation of the equipment required to perform all WORK, properly and satisfactorily.

G. Any person employed by the CONTRACTOR or by any Subcontractor who, in the opinion of the ENGINEER, does not perform the WORK in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed forthwith by the CONTRACTOR or Subcontractor employing such person, and shall not be employed again in any portion of the WORK without the approval of the ENGINEER. Should the CONTRACTOR fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the ENGINEER may suspend the WORK by written notice until such orders are complied with.

6.3 ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the ENGINEER for acceptance in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.

6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.

A. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its Subcontractors and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the prime contract.

B. The CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the awarded contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for contract award, and any other information requested by the OWNER from the apparent low bidder.

6.6 PERMITS

A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.

B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the PERMITTEE in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.

C. The OWNER shall apply for, and obtain, the necessary building permit for this Project, however, the CONTRACTOR is responsible for scheduling and coordinating all necessary inspections. The CBJ Inspection number is 586-1703. All other provisions of this Section remain in effect.

6.7 PATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, software or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.8 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations.
The OWNER may, per AS 36.30, audit the CONTRACTOR's or Subcontractor(s) records that are related to the cost or pricing data for this contract, all related Change Orders, and/or contract modifications.

6.9 TAXES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.

6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER, their Consultants, Sub-consultants, and the officers,

directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK.

6.11 SAFETY AND PROTECTION

A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all employees on the WORK and other persons and organizations who may be affected thereby;
2. all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. The CONTRACTOR shall comply with all applicable Laws and Regulations whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. The CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and program.

D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.

E. Material usage shall be accomplished with strict adherence to all safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

F. The CONTRACTOR shall be responsible for coordinating communications on any exchange of Material Safety Data Sheets or other hazardous material information that is required to be made available to, or exchanged between, or among, employers at the site in accordance with Laws or Regulations.

G. The CONTRACTOR shall notify the ENGINEER if it considers a specified product or its intended usage to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.

6.12 SHOP DRAWINGS AND SAMPLES

A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the ENGINEER for review, all Shop Drawings in accordance with Section 01300 - CONTRACTOR Submittals in the General Requirements.

B. The CONTRACTOR shall also submit to the ENGINEER for review all samples in accordance with Section 01300 - CONTRACTOR Submittals in the General Requirements.

C. Before submittal of each shop drawing or sample, the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the WORK and the Contract Documents.

6.13 CONTINUING THE WORK. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the OWNER may otherwise agree in writing.

6.14 INDEMNIFICATION

A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, their Consultants, Sub-consultants and the officers, directors, employees, and agents of each and any of them, against and from all claims and liability arising under, by reason of or incidentally to the contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER, and the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, agents, or third parties;
2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's or Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER, and the ENGINEER;
3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, its employees, or agents;
4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this contract of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, computer software, article, or appliance, unless otherwise specifically stipulated in this contract.

5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the OWNER or any other parties by the CONTRACTOR, its employees, or agents;
6. Liabilities or claims arising directly or indirectly from the willful or criminal misconduct of the CONTRACTOR, its employees, or agents; and,
7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.

B. The CONTRACTOR shall reimburse the ENGINEER and the OWNER for all costs and expenses, (including but not limited to fees and charges of engineers, attorneys, and other professionals and court costs including all costs of appeals) incurred by said OWNER, and the ENGINEER in enforcing the provisions of this Paragraph 6.14.

C. The indemnification obligation under this Paragraph 6.14 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.15 CONTRACTOR'S DAILY REPORTS. The CONTRACTOR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each Subcontractor's manpower, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms provided by the ENGINEER and shall be submitted to the ENGINEER at the conclusion of each workday. The report should comment on the daily progress and status of the WORK within each major component of the WORK. These components will be decided by the ENGINEER. CONTRACTOR shall record the name, affiliation, time of arrival and departure, and reason for visit for all visitors to the location of the WORK.

6.16 ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CONTRACTOR violates this provision, the contract may be terminated at the option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.

6.17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES. It is understood that any turn-on or turn-off, line locates and any other work or assistance necessary by the CBJ Water Utilities Division, will be at the CONTRACTOR's expense unless otherwise stated in the bid documents. All cost must be agreed to prior to any related actions, and will be considered incidental to the project cost. Billing to the CONTRACTOR will be direct from the CBJ Water Utilities Division.

6.18 OPERATING WATER SYSTEM VALVES

A. The CONTRACTOR shall submit a written request, to the ENGINEER, for approval to operate any valve on any in-service section of the CBJ water system. The request must be submitted at least 24-hours prior to operating any valves. The CBJ Water Utilities Division reserves the right to approve or deny the request. The request shall specifically identify each valve to be operated, the time of operation, and the operation to be performed. The

CONTRACTOR shall obtain the written approval of the ENGINEER for any scheduled operation before operating any valve.

B. The CONTRACTOR shall be responsible for all damages, both direct and consequential, to the City or any other party, caused by unauthorized operation of any valve of the CBJ water system.

6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. Construction of Buildings and Projects. It is unlawful to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or similar heavy construction equipment before 7:00 a.m. or after 10:00 p.m., Monday through Friday, or before 9:00 a.m. or after 10:00 p.m., Saturday and Sunday, unless a permit shall first be obtained from the City and Borough Building Official. Such permit shall be issued by the Building Official only upon a determination that such operation during hours not otherwise permitted hereunder is necessary and will not result in unreasonable disturbance to surrounding residents.

ARTICLE 7 OTHER WORK

7.1 RELATED WORK AT SITE

A. The OWNER may perform other work related to the Project at the site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts therefor which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.

B. The CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.

C. If the proper execution or results of any part of the CONTRACTOR's work depends upon the work of any such other contractor or utility owner (or OWNER), the CONTRACTOR shall inspect and report to the ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's work except for latent or nonapparent defects and deficiencies in the other work.

7.2 COORDINATION. If the OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary General Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized and the extent of such authority and responsibilities will be provided in the Supplementary General Conditions.

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1 COMMUNICATIONS

A. The OWNER shall issue all its communications to the CONTRACTOR through the ENGINEER.

B. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER.

8.2 PAYMENTS. The OWNER shall make payments to the CONTRACTOR as provided in Paragraphs 14.5, 14.8, 14.9 and 14.10.

8.3 LANDS, EASEMENTS, AND SURVEYS. The OWNER's duties in respect of providing lands and easements and providing surveys to establish reference points are set forth in Paragraphs 4.1 and 4.5.

8.4 CHANGE ORDERS. The OWNER shall execute Change Orders as indicated in Paragraph 10.1F.

8.5 INSPECTIONS AND TESTS. The OWNER's responsibility in respect of inspections, tests, and approvals is set forth in Paragraph 13.3.

8.6 SUSPENSION OF WORK. In connection with the OWNER's right to stop WORK or suspend WORK, see Paragraphs 13.4 and 15.1.

8.7 TERMINATION OF AGREEMENT. Paragraphs 15.2 and 15.3 deal with the OWNER's right to terminate services of the CONTRACTOR.

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

9.1 OWNER'S REPRESENTATIVE. The ENGINEER will be the OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER's representative during construction are set forth in the Contract Documents.

9.2 VISITS TO SITE. The ENGINEER will make visits to the site during construction to observe the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. Exhaustive or continuous on-site inspections to check the quality or quantity of the WORK will not be required of the ENGINEER. The ENGINEER will not, during such visits, or as a result of such observations of the CONTRACTOR's WORK in progress, supervise, direct, or have control over the CONTRACTOR's WORK.

9.3 PROJECT REPRESENTATION. The ENGINEER may furnish an Inspector to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority are as follows:

A. Duties, Responsibilities and Limitations of Authority of Inspector

General. The Inspector, who is the ENGINEER's Agent, will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding its actions. The Inspector's dealings in matters pertaining to the on-site WORK shall, in general, be only with the ENGINEER and the CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication with the OWNER will be only through or as directed by the ENGINEER.

Duties and Responsibilities. The Inspector may:

1. Review the progress schedule, list of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning their acceptability.
2. Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Serve as the ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist said superintendent in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.
4. As requested by the ENGINEER, assist in obtaining from the OWNER additional details or information, when required at the site for proper execution of the WORK.
5. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the CONTRACTOR and notify the ENGINEER of their availability for examination.
6. Conduct on-site observations of the WORK in progress to assist the ENGINEER in determining if the WORK is proceeding in accordance with the Contract Documents.
7. Report to the ENGINEER whenever the Inspector believes that any WORK is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspection, tests or approval required to be made or has been damaged prior to final payment; and advise the ENGINEER when the Inspector believes WORK should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
8. Verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents and in presence of the required personnel, and that the CONTRACTOR maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
9. Accompany visiting inspectors representing public or other agencies having jurisdiction over the WORK, record the outcome of these inspections, and report to the ENGINEER.
10. Transmit to the CONTRACTOR the ENGINEER's clarifications and interpretations of the Contract Documents.
11. Consider and evaluate the CONTRACTOR's suggestions for modifications in the Contract Documents and report them with recommendations to the ENGINEER.
12. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submittals, reproductions of original Contract Documents including all addenda, Change Orders, field orders, additional Drawings issued

subsequent to the execution of the contract, the ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

13. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list all project visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of performing and observing test procedures. Send copies to the ENGINEER.
14. Record names, addresses, and telephone numbers of the CONTRACTOR, Subcontractors, and major suppliers of materials and equipment.
15. Furnish the ENGINEER with periodic reports as required of progress of the WORK and the CONTRACTOR's compliance with the accepted progress schedule and schedule of CONTRACTOR submittals.
16. Consult with the ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the WORK.
17. Report immediately to the ENGINEER upon the occurrence of any accident.
18. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submittal and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, WORK completed, and materials and equipment delivered at the site but not incorporated in the WORK.
19. During the course of the WORK, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed; and deliver this material to the ENGINEER for its review and forwarding to the OWNER prior to final acceptance of the WORK.
20. Before the ENGINEER prepares a Certificate of Substantial Completion/Notice of Completion, as applicable, review the CONTRACTOR's punch list items requiring completion or correction and add any items that CONTRACTOR has omitted.
21. Conduct final inspection in the company of the ENGINEER, the OWNER, and the CONTRACTOR, and prepare a final punch list of items to be completed or corrected.
22. Verify that all items on the punch list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

Limitations of Authority. Except upon written instruction of the ENGINEER, the Inspector:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute material or equipment.
2. Shall not exceed limitations on the ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of the CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the WORK.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the WORK.

9.4 CLARIFICATIONS AND INTERPRETATIONS. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract

Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with, or reasonably inferred from, the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK. The ENGINEER may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the WORK involved in a manner that minimizes the impact to the WORK and the contract completion date. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

9.6 REJECTING DEFECTIVE WORK. The ENGINEER will have authority to reject WORK which the ENGINEER believes to be defective and will also have authority to require special inspection or testing of the WORK as provided in Paragraph 13.3G, whether or not the WORK is fabricated, installed, or completed.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals, including Shop Drawings, samples, substitutes, or "or equal" items, etc., in order to determine if the items covered by the submittals will, after installation or incorporation in the WORK, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. The ENGINEER's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

B. In connection with the ENGINEER's responsibilities as to Change Orders, see Articles 10, 11, and 12.

C. In connection with the ENGINEER's responsibilities in respect of Applications for Payment, see Article 14.

9.8 DECISIONS ON DISPUTES

A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK; the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or Contract Time will be referred initially to the ENGINEER in writing with a request for formal decision in accordance with this paragraph, which the ENGINEER will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter will be delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto. Written supporting data will be submitted to the ENGINEER within 60 days after such occurrence unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

B. The rendering of a decision by the ENGINEER with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.12) will be a condition precedent to any exercise by the OWNER or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Law or Regulations in respect of any such claim, dispute, or other matter.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

A. Neither the ENGINEER's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.

B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ENGINEER as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D.

C. The ENGINEER will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.

D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, supplier, or any other person or organization performing any of the WORK.

ARTICLE 10 CHANGES IN THE WORK

10.1 GENERAL

A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the ENGINEER.

B. If the CONTRACTOR believes that it is entitled to an increase or decrease in the Contract Price, or an extension or shortening in the Contract Time as the result of a Field Order, a claim may be made as provided in Articles 11 and 12.

C. If the OWNER and CONTRACTOR agree on the value of any work, or the amount of Contract Time that should be allowed as a result of a Field Order, upon receiving written notice from the ENGINEER, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the work pending the issuance of a Change Order.

D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of Time and Materials so as to minimize the impact on and delays to WORK, and a claim may be made therefor as provided in Articles 11 and 12.

E. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.

F. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:

1. changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.1A;
2. changes required because of acceptance of Defective WORK under Paragraph 13.7;
3. changes in the Contract Price or Contract Time which are agreed to by the parties; or
4. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the ENGINEER pursuant to Paragraph 9.8.

G. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.2 ALLOWABLE QUANTITY VARIATIONS

A. In the event of an increase or decrease in Bid item quantity of a unit price contract, the total amount of WORK actually done or materials or equipment furnished shall be paid for according to the unit price established for such WORK under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25% of the estimated quantity of any major item of the WORK. Major Item is defined as any bid item amount that is ten percent (10%) or more of the total contract amount.

B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon in writing by the OWNER and the CONTRACTOR. If the OWNER and the CONTRACTOR fail to agree upon the price of the eliminated work, said price shall be determined in accordance with the provisions of Article 11.

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1 GENERAL

A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.

B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 7 days) after the start of the occurrence or the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 14 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by the ENGINEER in accordance with Paragraph 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.

C. The value of any WORK covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.
3. On the basis of the cost of WORK (determined as provided in Paragraphs 11.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.4).

11.2 COSTS RELATING TO WEATHER. The CONTRACTOR shall have no claims against the OWNER for damages for any injury to WORK, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the ENGINEER, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment and work, the CONTRACTOR may be granted a reasonable extension of Contract Time to make proper repairs, renewals, and replacements of the work, materials, or equipment.

11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

A. General. The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the

following items, and shall not include any of the costs itemized in Paragraph 11.5 EXCLUDED COSTS.

B. Labor. The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, worker's compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental. The labor costs for forepersons shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including superintendence shall be considered part of the mark-up set out in paragraph 11.4.

C. Materials. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:

1. Trade discounts available to the purchaser shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim shall be allowed by the CONTRACTOR for costs and profit on such materials.

D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate.

1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used.

2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number.
3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
4. Individual pieces of equipment or tools having a replacement value of $200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
6. Equipment Rental Rates. Unless otherwise agreed in writing, the CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication: "Rental Rate Blue Book" as published by Dataquest (a company of the Dunn and Bradstreet Corporation), 1290 Ridder Park Drive, San Jose, CA 95131, telephone number (800) 227-8444.

E. Equipment on the Work Site. The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work site.

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs (3), (4), and (5), following.
3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3D, herein.
4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the work site, or in the absence of such labor, established by collective bargaining agreements for the type of worker and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.3B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.

5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.

F. Specialty Work. Specialty work is defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following shall apply in making estimates for payment for specialty work:

1. Any bid item of WORK to be classified as Specialty Work shall be listed as such in the Supplementary General Conditions. Specialty work shall be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for specialty work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as specialty work and accordingly, the invoices for the work may be accepted without detailed itemization.
3. All invoices for specialty work will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for specialty work.

G. Sureties. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the OWNER for review prior to the performance of any work hereunder.

11.4 CONTRACTOR'S FEE

A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the ENGINEER, plus allowances for overhead and profit. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraph 11.3. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual Overhead and Profit Allowance	
Labor	15 percent
Materials	10 percent
Equipment	10 percent

To the sum of the costs and mark-ups provided for in this Article, one percent shall be added as compensation for bonding.

B. It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR or by the Subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the Subcontractor, to which the CONTRACTOR may add 5 percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the 5 percent increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

11.5 EXCLUDED COSTS. The term "Cost of the Work" shall not include any of the following:

A. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the work, or not specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

B. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

C. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).

E. Costs due to the negligence of CONTRACTOR , any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

F. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in paragraph 11.4.

ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 GENERAL

A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time (or Milestones) shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the

CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the ENGINEER in accordance with Paragraph 9.8 if the OWNER and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1A. An increase in Contract Time does not mean that the Contractor is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.

B. All time limits stated in the Contract Documents are of the essence of the Agreement.

C. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the project due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, unprecedented weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

D. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost on the critical path of the project due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall the OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO WEATHER. Contract Time may be extended by the ENGINEER because of delays in completion of the WORK due to unusually severe weather, provided that the CONTRACTOR shall, within 10 days of the beginning of any such delay, notify the ENGINEER in writing of the cause of delay and request an extension of Contract Time. The ENGINEER will ascertain the facts and the extent of the delay and extend the time for completing the work when, in the ENGINEER's judgment, the findings of fact justify such an extension. Unprecedented, abnormal, or unusually severe weather will be defined as an event, or events, with a greater than 50-year recurrence interval, as determined by the National Weather Service, or equivalent State or Federal agency

ARTICLE 13 WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 WARRANTY AND GUARANTEE. The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the OWNER or ENGINEER shall be given to the

CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

13.2 ACCESS TO WORK. OWNER, ENGINEER, their Consultants, sub-consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

13.3 TESTS AND INSPECTIONS

A. The CONTRACTOR shall give the ENGINEER timely notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any WORK to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ENGINEER's acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).

C. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the ENGINEER and the CONTRACTOR.

E. If any WORK (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER timely notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in response to such notice.

F. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.

G. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such WORK is defective, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, attorneys, and other professionals. However, if such WORK is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

13.4 OWNER MAY STOP THE WORK. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the ENGINEER, the CONTRACTOR shall promptly, either correct all defective work, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. The CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, attorneys, and other professionals made necessary thereby.

13.6 ONE YEAR CORRECTION PERIOD

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, (i) correct such Defective WORK, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work, and (ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of engineers, attorneys and other professionals will be paid by the CONTRACTOR.

B. Where Defective WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph 13.6, the correction period hereunder with respect to such WORK will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of defective work, the OWNER prefers to accept the WORK, the OWNER may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the OWNER's evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the OWNER shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN). The schedule of values or lump sum price breakdown established as provided in the General Requirements shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the ENGINEER.

14.2 UNIT PRICE BID SCHEDULE. Progress payments on account of Unit Price work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.

C. The Net Payment Due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments will be paid in full in accordance with Article 14 of the General Conditions until 90% of the Contract Price has been paid. The remaining 10% of the Contract Price amount may be withheld until:

1. final inspection has been made;
2. completion of the Project; and
3. acceptance of the Project by the OWNER.

D. The Value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said

amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than $5,000.00 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by an invoice (including shipping), a certification that the materials meet the applicable contract specifications, and any evidence required by the OWNER that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER. Payment for materials will not constitute final acceptance. It shall be the CONTRACTOR's responsibility to protect the material from damage, theft, loss, or peril while in storage. Unless otherwise prescribed by law, the Value of Materials Stored at the Site shall be paid at the invoice amount up to a maximum of 85% of the Contract Price for those items.

14.4 CONTRACTOR'S WARRANTY OF TITLE. The CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of payment free and clear of all liens.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing the ENGINEER's reasons for refusing to recommend payment. In the later case, the CONTRACTOR may make the necessary corrections and resubmit the Application. If the ENGINEER still disagrees with a portion of the Application, it will submit the Application recommending the undisputed portion of the Application to the OWNER for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ENGINEER's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B) become due and when due will be paid by the OWNER to the CONTRACTOR.

B. The OWNER may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the OWNER on account of the CONTRACTOR's performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the CONTRACTOR written notice within 7 days (with a copy to the ENGINEER) stating the reasons for such action.

14.6 PARTIAL UTILIZATION

A. The OWNER shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the OWNER plans to exercise said right, the CONTRACTOR will be notified in writing by the OWNER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.

B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the OWNER and the CONTRACTOR's one year correction period shall commence only after the date of Substantial Completion for the WORK.

14.7 SUBSTANTIAL COMPLETION. When the CONTRACTOR considers the WORK ready for its intended use the CONTRACTOR shall notify the OWNER and the ENGINEER in writing that the WORK is substantially complete. The CONTRACTOR will attach to this request a list of all work items that remain to be completed and a request that the ENGINEER prepare a Notice of Completion. Within a reasonable time thereafter, the OWNER, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER does not consider the WORK substantially complete, or the list of remaining work items to be comprehensive, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the WORK substantially complete, the ENGINEER will prepare and deliver to the OWNER, for its execution and recording, the Notice of Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of Substantial Completion.

14.8 FINAL APPLICATION FOR PAYMENT. After the CONTRACTOR has completed all of the remaining work items referred to in Paragraph 14.7 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, record as-built documents (as provided in the General Requirements) and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the OWNER) of all liens arising out of or filed in connection with the WORK.

14.9 FINAL PAYMENT AND ACCEPTANCE

A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the Application to the OWNER for payment.

B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:

1. Liquidated damages, as applicable.

2. Two times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.

14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

A. After executing the necessary documents to initiate the lien period, and not more than 45 days thereafter (based on a 30-day lien filing period and 15-day processing time), the OWNER will release to the CONTRACTOR the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the OWNER pursuant to Paragraph 14.5B.

B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the OWNER within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the OWNER under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.

14.11 CONTRACTOR'S CONTINUING OBLIGATION. The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Notice of Completion, nor any payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

14.12 FINAL PAYMENT TERMINATES LIABILITY OF OWNER. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less monies withheld as applicable, pursuant to Paragraph 14.10A. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.9 herein, shall be a release of the OWNER and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act of neglect of the OWNER or of any person relating to or affecting the WORK, except demands against the OWNER for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.9 herein; and excepting pending, unresolved claims filed prior to the date of the Notice of Completion.

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

15.1 SUSPENSION OF WORK BY OWNER. The OWNER, acting through the ENGINEER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the ENGINEER of a notice of resumption of work. The CONTRACTOR shall be allowed

an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

15.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)

A. In the event of default by the CONTRACTOR, the OWNER may give 10 days written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or quality of work meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or ENGINEER's instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue the Notice of Termination.

B. In the event the Agreement is terminated in accordance with Paragraph 15.2A, herein, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.

15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for the value of work performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ENGINEER in accordance with the procedure prescribed for the making of the final application for payment and payment under Paragraphs 14.8 and 14.9.

15.4 TERMINATION OF AGREEMENT BY CONTRACTOR. The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: 1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the Agreement has not been received from the OWNER within this time period; or, 2) the OWNER should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 10-day period the OWNER shall have remedied the condition upon which the payment

delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 MISCELLANEOUS

16.1 GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK

A. The CONTRACTOR may use on the Project, with ENGINEER's approval, such stone, gravel, sand, or other material determined suitable by the ENGINEER, as may be found in the excavation. The CONTRACTOR will be paid for the excavation of such material at the corresponding contract unit price. No additional payment will be made for utilizing the material from excavation as borrow, or select borrow.

B. The CONTRACTOR shall replace, at its own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use on the project. No charge for the materials so used will be made against the CONTRACTOR except that the CONTRACTOR shall be responsible for payment of any royalties required.

C. The CONTRACTOR shall not excavate or remove any material from within the Project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the ENGINEER.

D. In the event the CONTRACTOR has processed materials from OWNER-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the CBJ may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such materials are in a stockpile, the ENGINEER may require: That it remain in stockpile; the CONTRACTOR level such stockpile(s); or that the CONTRACTOR remove such materials and restore the premises to a satisfactory condition at the CONTRACTOR's expense. This provision shall not preclude the CBJ from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the CBJ and the CONTRACTOR.

E. Unless otherwise provided, the material from any existing old structure may be used temporarily by the CONTRACTOR in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the ENGINEER.

16.3 RIGHT TO AUDIT. If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct

and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.

16.4 ARCHEOLOGICAL OR HISTORICAL DISCOVERIES. When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, such as shell heaps, land or sea mammal bones or tusks, or other items of historical significance, the CONTRACTOR shall cease operations immediately and notify the ENGINEER. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the ENGINEER order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such order(s) shall be covered by an appropriate contract change document.

16.5 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS. All work over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired, except as allowed by permit issued the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.

16.6 GRATUITY AND CONFLICT OF INTEREST. The CONTRACTOR agrees to not extend any loan, gratuity or gift of money of any form whatsoever to any employee or elected official of the OWNER, nor will the CONTRACTOR rent or purchase any equipment or materials from any employee or elected official of the OWNER, or to the best of the CONTRACTOR’s knowledge, from any agent of any employee or elected official of the OWNER. Before final payment, the CONTRACTOR shall execute and furnish the OWNER an affidavit certifying that the CONTRACTOR has complied with the above provisions of the contract.

16.7 SUITS OF LAW CONCERNING THE WORK

A. Should a suit of law be entered into, either by the CONTRACTOR (or the CONTRACTOR's surety) against the OWNER, or by the OWNER against the CONTRACTOR (or the CONTRACTOR's surety), the suit of law shall be tried in the First Judicial District of Alaska.

B. If one of the questions at issue is the satisfactory performance of the work by the CONTRACTOR and should the appropriate court of law judge the work of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the OWNER for all legal and all other expenses (as may be allowed and set by the court) incurred by the OWNER because of the suit of the law and, further, it is agreed that the OWNER may deduct such expense from any sum or sums then, or any that become due the CONTRACTOR under the contract.

16.8 CERTIFIED PAYROLLS

A. All CONTRACTORs or Subcontractor who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).

B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.

C. A contractor or subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

16.9 PREVAILING WAGE RATES

A. Wage rates for Laborers and Mechanics on Public Contracts, AS 36.05.070. The CONTRACTOR, or Subcontractors, shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in Paragraph 16.8C, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent, easily accessible place at the site of the WORK.

B. Failure to Pay Agreed Wages, AS 36.05.080. If it is found that a laborer, mechanic, or field surveyor employed by the CONTRACTOR or Subcontractor has been, or is being, paid a rate or wages less than the established rate, the OWNER may, by written notice, terminate the CONTRACTOR or Subcontractors right to proceed with the work. The OWNER may prosecute the work to completion by contract or otherwise, and the CONTRACTOR and sureties will be held liable to the OWNER for excess costs for completing the WORK. (Section 2 ch 52 SLA 1959).

C. Listing Contractor's Who Violate Contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this list, and no firm, corporation, partnership or association in which the person has an interest, may work as a CONTRACTOR or Subcontractor on a public construction contract for the State, or a political subdivision of the state, until three years after the date of publication of the list. (Section 3 ch 52 SLA 1959; am Section 9 ch 142 SLA).

16.10 EMPLOYMENT REFERENCE. Workers employed in the execution of the contract by the CONTRACTOR or by any Subcontractor under this contract shall not be required or permitted to labor more than 8 hours a day or 40 hours per week in violation of the provisions of the Alaska Wage and Hour Act, Section 23.10.060.

16.11 COST REDUCTION INCENTIVE

A. At any time within 45 days after the date of the Notice of Award, the CONTRACTOR may submit to the ENGINEER in writing, proposals for modifying the plans, specifications, or

other requirements of this contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.

B. The cost reduction proposal shall contain the following information:

1. Description of both the existing contract requirements for performing the WORK and the proposed changes.
2. An itemization of the contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.
5. The contract items of WORK effected by the proposed changes including any quantity variations.
6. A description and estimate of costs the OWNER may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.

C. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the work attributable to the consideration or implementation of any such proposal.

D. If a cost reduction proposal is similar to a change in the plans or specifications for the project under consideration by the OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.

E. The CONTRACTOR shall continue to perform the work in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has been issued. If any executed Change Order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.

F. The OWNER, shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in Contract Time and construction costs resulting from the adoption of all or any part of such proposal. Should the CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.

G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost

reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the work attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the OWNER with the estimated net savings amount.

H. Acceptance of the cost reduction proposal and performance of the work does not extend the time of completion of the contract, unless specifically provided in the Change Order authorizing the use of the submitted proposal. Should the adoption of the cost reduction proposal result in a Contract Time savings, the total Contract Time shall be reduced by an amount equal to the time savings realized.

I. The amount specified to the CONTRACTOR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of WORK. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.

J. The OWNER reserves the right to adopt and utilize any approved cost reduction proposal for general use on any contract administered when it is determined suitable for such application. Cost reduction proposals identical, similar, or previously submitted will not be accepted for consideration if acceptance and compensation has previously been approved. The OWNER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CONTRACTOR.

K. The CONTRACTOR shall bear the costs, if any, to revise all bonds and insurance requirements for the project, to include the cost reduction WORK.

END OF SECTION

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

GENERAL. These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SGC 1 DEFINITIONS. ***Remove*** the definition for Contract Documents and ***replace*** with the following:

Contract Documents – The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Subcontractor Report, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination, Special Provisions, Standard Specifications, Technical Specifications, Drawings, Permits, and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

SGC 2.2 COPIES OF DOCUMENTS. ***Add*** the following:

The OWNER shall furnish to the CONTRACTOR up to ten (10) copies of the Contract Documents which will include bound reduced Drawings, together with up to five (5) sets of full-scale Drawings. The CBJ Contracts Office shall contact the CONTRACTOR after issuance of Notice of Intent to Award to determine how many copies are needed. Additional quantities of the Contract Documents and full-scale Drawings will be furnished at reproduction cost.

SGC 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS. ***Remove*** No. 12. Technical Specifications and No. 13. Drawings, and ***add*** the following:

12. Special Provisions Section
13. Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition with current Errata Sheets.
14. Drawings.

SGC 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES. ***Add*** the following:

C. In the preparation of the Contract Documents, the Engineer of Record has relied upon field measurements and visual inspection of the existing structures and surface conditions.

SGC - 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT. ***Add*** the following.

The CBJ/State Lemon Creek Gravel Pit is not available for this project.

SGC 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS. The Contractor shall furnish Performance and Payment Bonds in the amount of 100% of the Bid.

SGC 5.2 INSURANCE AMOUNTS. The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations**.** All certificates of insurance supplied to the OWNER shall state that the OWNER is named as **"Additional Insured for any and all work performed for the City & Borough of Juneau."** The Additional Insured requirement does not apply to Workers Compensation insurance. NOTE:

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

This requirement has changed. The OWNER no longer requires certificates of insurance referencing project names and contract numbers.

A. Workers' Compensation: (under Paragraph 5.2C.1 of the General Conditions) as in accordance with AS 23.30.045: (Additional Insured requirements not necessary for Workers' Compensation coverage.)

1. State: Statutory
2. Applicable Federal (e.g., Longshore): Statutory

Note: If the WORK called for in the Contract Documents involves work in or on any navigable waters, the CONTRACTOR shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under Federal or State laws pertaining to workers in or on navigable waters.

3. Employers Liability

Bodily Injury by Accident:	$100,000.00	Each Accident
Bodily Injury by Disease:	$100,000.00	Each Employee
Bodily Injury by Disease:	$500,000.00	Policy Limit

a. CONTRACTOR agrees to waive all rights of subrogation against the OWNER for WORK performed under contract.
b. If CONTRACTOR directly utilizes labor outside of the State of Alaska in the prosecution of the WORK, "Other States" endorsement shall be required as a condition of the contract.

B. Commercial General Liability: (under Paragraph 5.2C.2 of the General Conditions):

1.	General Policy	$1,000,000.00	Each Occurrence
		$2,000,000.00	Annual Aggregate
2.	Products/Completed Operations	$1,000,000.00	Each Occurrence
		$2,000,000.00	Annual Aggregate
3.	Personal Injury	$1,000,000.00	Each Occurrence

C. Commercial Automobile Liability: (under Paragraph 5.2C.3 of the General Conditions) including Owned, Hired, and Non-Owned Vehicles:

Combined Single Limit, Bodily Injury and Property Damage $1,000,000.00

The CONTRACTOR shall require each Subcontractor similarly to provide Commercial Automobile Liability Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Commercial Automobile Liability Insurance.

D. Builder's Risk is not required for this project.

E. Marine Liability Insurance: $1,000,000 per each occurrence.

F. Policies shall also specify insurance provided by CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER.

G. Should any of the policies described above be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

SGC 6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. ***Delete*** paragraph 6.19 in its entirety and ***replace*** with the following:

6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. Construction of Buildings and Projects. It is unlawful to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or similar heavy construction equipment before 7:00 a.m. or after **7:00 p.m**., Monday through Friday, or before 9:00 a.m. or after **7:00 p.m**., Saturday and **9:00 a.m.** or after **5:00 p.m.** Sunday, unless a permit shall first be obtained from the City and Borough Building Official. Such permit shall be issued by the Building Official only upon a determination that such operation during hours not otherwise permitted hereunder is necessary and will not result in unreasonable disturbance to surrounding residents.

SGC 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS. ***Add*** the following:

The CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the original contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for Contract Award, and any other information requested by the OWNER from the apparent low Bidder.

SGC 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS, ***Add*** the following paragraph:

C. CONTRACTOR must pay Subcontractors and/or Suppliers within 30 days of receiving payment from the OWNER, if that payment was made for Work performed by the Subcontractor and/or materials received. Failure to pay Subcontractors within 30 days of receiving payment from which Subcontractor and/or Supplier is to be paid may result in the OWNER initiating debarment proceedings as prescribed in the City and Borough of Juneau Purchasing Code.

SGC 6.6 PERMITS ***Add*** the following paragraph:

D. Contractor is responsible for obtaining a Hot Works permit from the CBJ Permit Center, if performing work which requires such a permit. Work requiring a Hot Works Permit includes but is not limited to the following: cutting, welding, Thermit welding, brazing, soldering, grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems or any other similar activity.

SGC 14.3 APPLICATION FOR PROGRESS PAYMENT. Paragraph D.

D. The Value of Materials Stored at the site shall be an amount equal to 85%.

SGC 14.9 FINAL PAYMENT AND ACCEPTANCE. ***Add*** the following paragraph:

C. Prior to the final payment the CONTRACTOR shall contact the Alaska Department of Labor and Workforce Development (ADOL) and provide the OWNER with clearance from the ADOL for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A sample form for this purpose is at the end of this section. The CONTRACTOR shall also submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" signed by ADOL.

SGC 16.8 CERTIFIED PAYROLLS. ***Change*** paragraph A. to read:

A. All CONTRACTORs or Subcontractors who perform work on a public construction contract for the OWNER shall file a certified payroll with Alaska Department of Labor. See Section 00830 - Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination.

Add the following SGC 17**:**

SGC 17 GENERAL INFORMATION. This Project is currently funded by the City and Borough of Juneau, Alaska Port Revenue Bond.

Employment Security Tax Clearance

Date: _____

To: Alaska Department of Labor
Juneau Field Tax Office
PH 907-465-2787
FAX 907-465-2374

From: _____

Subject: **Downtown Seawalk**
Miner's Cove to Franklin Dock
Contract No. E13-288

Timeframe of Contract _____

Please advise whether or not clearance is granted for the following CONTRACTOR or Subcontractor:
(List only one CONTRACTOR or Subcontractor per page.)

_____ _____
Name Address

Per AS 23.20.265 of the Alaska Employment Security Act, this request is for tax liability clearance and release to make final payment for WORK performed under the subject contract. Please send your response to:

Jennifer Mannix, Contract Administrator
Engineering Department
155 S. Seward Street
Juneau, Alaska 99801
FAX 907-586-4530

( ) Tax Clearance is granted.
( ) Tax Clearance is NOT granted.

Remarks: _____

_____ _____
Signature Date

_____
Title

END OF SECTION

SECTION 00830 - ALASKA LABOR STANDARDS, REPORTING, AND PREVAILING WAGE RATE DETERMINATION

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference.

The CONTRACTOR is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to https://myalaska.state.ak.us/home/app. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to Jennifer Mannix at the email address below. If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

Within 10 Days of "Notice of Award/Notice to Proceed" make a list of **all** Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

Certified Payrolls must be submitted every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate ***"Start"*** on your first payroll, and ***"Final"*** on your last payroll for this Project.

As part of the **final payment request package,** CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel.

Contact Information:

Wage and Hour Section
State of Alaska
Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
P.O. Box 11149
Juneau, AK 99811-1149
907-465-4842
http://labor.state.ak.us/lss/home.htm

and

Jennifer Mannix, Contract Administrator
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801
(907) 586-0873
jennifer_mannix@ci.juneau.ak.us

END OF SECTION

SECTION 00852 - PERMITS

PART 1 - GENERAL

1.1 INDEX OF PERMITS

A. Army Corp of Engineers, Nationwide Permit (NWP) POA2-005-1958

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
REGULATORY DIVISION
8800 GLACIER HIGHWAY, STE. 106
JUNEAU, ALASKA 99801

JULY 25, 2012

Regulatory Division
POA-2005-1958

Skye Stekoll
City and Borough of Juneau
155 S. Seward Street
Juneau, Alaska 99801

Dear Ms. Stekoll:

This is in response to your June 20, 2012, application for a Department of the Army (DA) permit, to install approximately 57 (14 to 16-inch) steel piles below the plane of the mean high water (elevation +15.4 feet above the 0.0-foot contour) in Gastineau Channel to facilitate the construction of a maximum of 698-foot by 35-foot boardwalk. It has been assigned file number POA-2005-1958, Gastineau Channel, which should be referred to in all future correspondence with this office. The project site is located within Section 23, T. 41 S., R. 67 E., Copper River Meridian; USGS Quad Map Juneau B-2; Latitude 58.292335° N., Longitude -134.394972° W.; in Juneau, Alaska.

DA permit authorization is necessary because your project would involve work in and placement of structures into waters of the U.S. under our regulatory jurisdiction.

Based upon the information and plans you provided, we hereby verify that the work described above, which would be performed in accordance with the enclosed plan (sheets 1-29), dated May 24, 2012, is authorized by Nationwide Permit (NWP) No. 14, Linear Transportation Projects. NWP No. 14 and its associated Regional and General Conditions can be accessed at our website at www.poa.usace.army.mil/reg/Permits.htm. Regional Conditions G apply to your project. You must comply with all terms and conditions associated with NWP No. 14, as well as with the special conditions listed below:

1. All in water work and maintenance shall be conducted between 16 June and 31 March of any given year (avoid in water work between 1 April and 15 Juneau of any given year) to protect out-migrating salmon.

2. A silt curtain shall be used during all phases of in-water work to reduce turbidity.

3. All piles shall be driven using a vibratory hammer. Under those conditions where impact hammers are required for reasons of seismic stability or substrate type, the pile shall be driven as deep as possible with a vibratory hammer prior to the use of the impact hammer to verify pile load capacity.

4. A cushioning block shall be used between the impact hammer and the piles to attenuate sound.

5. Prior to beginning and during pile driving activities, an on-site representative of the applicant shall scan the project area for the presence of marine mammals. No pile driving shall occur if marine mammals are observed within 200 meters of the sound source, and pile driving shall cease until the marine mammals leave the area.

Further, please note General Condition 30 requires that you submit a signed certification to us once any work and required mitigation are completed. Enclosed is the form for you to complete and return to us.

This verification is valid for two years from the date of this letter, unless the NWP is modified, reissued, or revoked. It is incumbent upon you to remain informed of changes to the NWPs.

Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

Please contact me via email at Eva.A.Zaki@usace.army.mil, by mail at the address above, or by phone at (907) 790-4492, if you have questions or to request paper copies of the jurisdictional determination, regional and/or general conditions.

Sincerely,



Eva Zaki
Regulatory Specialist

Enclosures

CF:
ADF&G-DH
ADNR-DMLW
ADNR-Office of History and Archaeology, SHPO
Krauss, Brenda K (DEC)
USFWS, Juneau
NMFS, Juneau
EPA, Anchorage
City Clerk
Teri Camery
City Planner
Central Council Tlingit and Haida Indian Tribes of Alaska
Douglas Indian Association

SPECIAL PROVISIONS

The Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition, with twelve Errata Sheets, as published by the City and Borough of Juneau, is part of these Contract Documents and shall pertain to all phases of the contract. The Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition is available for a fee from the City and Borough of Juneau Engineering Contracts Office, (907) 586-0490, or you may view them online at: www.juneau.org/engineering.

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***Add** the following Section*:

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 GENERAL

A. The WORK to be performed under this contract shall consist of furnishing all plants, tools, equipment, materials, supplies, manufactured articles and furnishing all labor, transportation and services, including fuel, power, water, and essential communications, and performing all WORK, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents within the Contract Schedule. The WORK shall be complete, and all WORK, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The WORK as shown on the attached Drawings and specified herein, including but not limited to:

1. Construction of an elevated marine Seawalk adjacent to the existing Miner's Cove Building Seawalk and south past the Transfer dock to the Restroom facility, including;
   1. (34) 14-inch steel pipe piles. (0) piles are vertical and (34) piles are batter piles.
   2. (50) 14-inch steel pipe pile splices. Actual number of splices to be determined during pile driving. As few as no splices may be required.
   3. Steel pile caps.
   4. Pier timberwork, including glulam beams, blocking and decking.
   5. (14) Concrete footings and (15) concrete pedestals.
   6. Concrete Retaining walls and planters
   7. Fill.
   8. Railing System

B. The WORK also consists construction of a shot rock subbase and replacement of asphalt pavement, concrete sidewalks, curb and gutter, base course, and some embankment materials, the installation of several storm drain structures and storm drain piping, and miscellaneous related work.

C. The WORK also consists of an overhead canopy and windscreens, benches, picnic tables, trash receptacles signs, landscaping modification, and relocation and installation of several utilities.

D. The WORK also consists of demolition, removal, disposal, cutting and patching of existing dock structures and appurtenances as required to install the new Seawalk.

E. The work also consists of Electrical power and lighting work associated with the Parking lot lighting reconfiguration and the Marine Seawalk.

F. Any additional work items required to complete all the WORK shown on the Drawings.

G. SITE OF WORK. The site of the WORK is adjacent to Thane Road along the waterfront of downtown Juneau, Alaska.

1.3 BEGINNING AND COMPLETION OF THE WORK

A. Time is the essence of the contract. This site and adjacent downtown streets are of critical importance to commerce and traffic in Downtown Juneau. It is heavily used during the summer, especially when cruise ships dock in Juneau, which is scheduled to begin again on or about May 1, 2014. All WORK shall be coordinated closely with anticipated levels of traffic, especially WORK occurring after May 1, 2014.

B. No marine WORK requiring the use of major vessels, equipment or materials within the Gastineau Channel safety zone defined by CFR 165.1702 shall occur after May 1, 2014. After that time, permission to anchor within the safety zone will require express consent from the Captain of the Port, Southeast Alaska.

C. Work may not commence before October 1, 2013, and all work except for planting and in-water work shall be completed by April 23, 2014. All in-water work shall be completed by March 31, 2014. Planting work shall be completed by June 15th, 2014 and shall be coordinated with property owner to be done when no cruise ships are in dock.

D. No WORK within the South Franklin Street (Thane Road) Right-of-Way shall occur after May 1, 2014.

E. In accordance with the provisions of Article 2 of Section 00500 - Agreement, the CONTRACTOR shall begin the WORK on the date specified in the written Notice to Proceed from the OWNER, and all WORK shall be substantially completed and available for public occupancy on or before April 23, 2014. Only minor final cleanup may occur after that date. Final completion shall occur on or before May 1, 2014.

1.4 CONTRACT METHOD

A. The WORK hereunder will be constructed under a Lump Sum contract with Unit prices for piling and splicing.

1.5 WORK BY OTHERS

A. The CONTRACTOR's attention is directed to the fact that work may be conducted at the site by other contractors during the performance of the WORK under this contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the WORK of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.

B. Interference With Work On Utilities: The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.6 CONTRACTOR USE OF PROJECT SITE

A. The CONTRACTOR's use of the Project site shall be limited to its construction operations, including on-site storage of materials.

B. Contractor shall coordinate construction activities in the area of Miner's Cove and related docks and parking lot with property owners, Franklin Dock Enterprises. The contractor shall notify the Owners and Engineer a minimum of 48 hours prior to beginning any construction activity that will affect access for dock users or to any part of the site. The Contractor shall provide access to land for the dock users at all times.

1.7 OWNER USE OF THE PROJECT SITE

A. The OWNER may utilize all or part of the existing site during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the ENGINEER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the Project site during the period of construction.

1.8 PROJECT MEETINGS

A. Pre-Construction Conference

1. Prior to the commencement of WORK at the site, a Pre-Construction Conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR'S Project manager, its superintendent, and

its Subcontractors as the CONTRACTOR deems appropriate. Other attendants will be:

a. ENGINEER and the Inspector.
b. Representatives of OWNER.
c. Governmental representatives as appropriate.
d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.

2. Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring to the Pre-Construction Conference one copy each of the following:

a. Plan of Operation.
b. Project Overview Bar Chart Schedule.
c. Procurement schedule of major equipment and materials and items requiring long lead time.
d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
e. Name and telephone number of CONTRACTOR's Project supervisor.
f. Erosion Control Plan with Storm Water Pollution Prevention Plan (SWPPP).
g. Site Access, Material Storage, and Truck Haul route plan.

3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date.

The CONTRACTOR should be prepared to discuss all of the items listed below:

a. Status of CONTRACTOR's insurance and bonds.
b. CONTRACTOR's tentative schedules.
c. Transmittal, review, and distribution of CONTRACTOR's submittals.
d. Processing applications for payment.
e. Maintaining record documents.
f. Critical WORK sequencing.
g. Field decisions and Change Orders.
h. Use of Project site, office and storage areas, security, housekeeping, and OWNER's needs.
i. Major equipment deliveries and priorities.
j. CONTRACTOR's assignments for safety and first aid.

4. The OWNER will preside at the Pre-Construction Conference and will arrange for keeping and distributing the minutes to all persons in attendance.

5. The CONTRACTOR and its Subcontractors should plan on the conference taking no less than 3 hours. Items listed in paragraph 3 will be covered, as well as a review of Drawings and Specifications with the ENGINEER and OWNER.

B. Progress Meetings

1. The CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by the ENGINEER or OWNER, or as required by progress of the WORK. The CONTRACTOR, ENGINEER, and all Subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other Subcontractors.
2. The ENGINEER shall preside at the meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact his work, with a view to resolve these issues expeditiously.

1.9 PERMITTING

A. The OWNER has obtained the Department of Army Permit for this project, which is authorized by Nationwide Permit (NWP) No. 14. The authorizing letter is attached to this specification. The contractor shall comply with the requirements of the authorization letter and with Nationwide Permit No. 14.

1.10 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS

A. The following words have the meaning defined in the technical portions of the WORK:

1. Furnish - means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.
2. Indicated - is a word used to direct the CONTRACTOR to information contained on the drawings or in the Specifications. Terms such as "shown," "noted," "scheduled," and "specified" also may be used to assist in locating information but no limitation of location is implied or intended.
3. Install - defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for the OWNER's use.
4. Installer - a person or firm engaged by the CONTRACTOR or its Subcontractor or any Subcontractor for the performance of installation, erection, or application WORK at the site. Installers must be expert in the operations they are engaged to perform.
5. Provide - is defined as furnish and install, ready for the intended use.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

Add *the following Section*:

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SCOPE

A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items for WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) and Occupational Safety and Health Standards of the Alaska Department of Labor, Division of Labor Standards and Safety.

B. No separate payment will be made for any Pay Item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.

C. In addition to the other incidental items of WORK listed elsewhere in the contract, the following items shall also be considered as incidental to other items of WORK under this contract:

1. Maintenance of all services through the Project area including power, water, storm and sanitary sewers, garbage pickup, bus service and emergency vehicles.
2. Traffic control, including flaggers, and installation and maintenance of traffic control devices in accordance with the Manual of Uniform Traffic Control Devices – 2009 Edition and the current AKDOT&PF supplements.
3. Repair or replacement of existing adjacent facilities including piping, landscaping, steel, timber, concrete, stone and asphalt items.
4. Final clean-up and site restoration.
5. All WORK necessary for coordination of work to be accomplished by the private utility companies and property owners within the Project limits.

6. Removal and replacement of survey monuments and markers disturbed during construction, whether shown on the Drawings or not.
7. The removal and disposal of existing fencing.
8. Watering of the roadway as necessary for dust control.
9. Relocation of the existing sign assemblies within the Project Limits.
10. All connections and fittings required for storm drain piping.
11. All erosion and pollution control work required.
12. All restoration of disturbed areas behind sidewalks or curbing to equal or better condition.
13. Adjustment of electrical box frames and covers to grade.
14. Crack sealing all joints following paving operations.
15. Assembly and Installation of the project sign.

D. Payment for LUMP SUM bid items will be made in accordance with the Schedule of Values for work completed and accepted by the OWNER.

1. Work performed which is payable on a lump sum basis shall be measured for payment by percentage of work completed at the time each pay request is submitted.

2. Indirect costs, such as supervision and overheads, profit, and the general conditions specified in the Contract shall be equitably spread between each schedule of value item. No separate payment will be made to the Contractor for these items.

3. Upon approval of Change Orders, values for items contained within those Change Orders will be incorporated into the project Schedule of Values.

1.2 SCHEDULE OF VALUES

A. The Schedule of Values shall be developed as follows:

1. The CONTRACTOR shall submit a preliminary Schedule of Values for the major components of the WORK at the Preconstruction Conference.
2 In preparing the Schedule of Values, break up the work into construction activities such that the value of each activity shall not exceed $50,000 unless approved by the Project Representative.
3. The CONTRACTOR and the OWNER shall meet and jointly review the preliminary Schedule of Values and make any adjustments in value allocations necessary, if in the opinion of the OWNER, allocation adjustments are necessary to establish fair and reasonable allocation of values for the major WORK components. Front end loading will not be permitted. The OWNER may require inclusion of other major WORK components not included in the above listing if, in the opinion of the OWNER, such additional components are appropriate. This review and any necessary revisions shall be completed within 15 Days from the date of Notice To Proceed. The CONTRACTOR will provide a final Schedule of Values at this time.

1.3 CHANGES TO SCHEDULE OF VALUES

A. Changes to the CPM Schedule which add activities not included in the original schedule but included in the original WORK (schedule omissions) shall have values assigned as approved by the CBJ. Other activity values shall be reduced to provide equal value adjustment increases for added activities as approved by the CBJ.

B. In the event that the CONTRACTOR and CBJ agree to make adjustments to the original Schedule of Values because of inequities discovered in the original accepted detailed Schedule of Values, increases and equal decreases to values for activities may be made.

1.4 THE SEAWALK. (Pay Item No. 1), PRICE BASED ON LUMP SUM

A. Work includes all demolition, upland site improvements, pile caps, wood deck and guardrails and stairs, miscellaneous metals, site furnishing, canopies, windscreens and glazing, concrete and concrete retaining walls, asphalt and paving, painting, landscaping, lighting and electrical and chain link fences and gates. Payment will be made at the amount named in the Bid Schedule under Pay Item No. 1

1.5 FURNISH AND INSTALL STEEL PIPE PILES, BATTER, (Pay Item No. 2) PRICE BASED ON QUANTITY EACH

A. Furnish and Install Steel Pipe Piles, Batter, will be measured per each batter pile, furnished to the project site, including acquisition, freight and delivery, surface preparation, installation with vibratory pile hammer as deep as practicable, final driving to specified capacity with impact pile hammer, pile, and restoration of grade to pre-construction conditions. Any splices necessary to reach specified capacity are not included in this bid item and will be measured and paid for under a separate item.

B. All work required to install the piles, including any site preparation and restoration necessary to locate the CONTRACTOR'S equipment on the site, will be considered incidental to this bid item and will not be paid for separately under any other bid items.

C. Payment for Steel Pipe Piles, Batter, will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2 which payment will constitute full compensation for all WORK described in Section 02458 – Steel Pipe Piles, as shown on the Drawings and as directed by the ENGINEER.

1.6 STEEL PIPE PILE SPLICES, (Pay Item No. 3) PRICE BASED ON QUANTITY, EACH

A. Steel Pipe Pile Splices, will be measured per each, complete in place, including cutoff of driven pile, welding of splice section to driven pile, continued driving with vibratory pile hammer if necessary, and final driving to specified capacity with impact pile hammer. The need for pile splices will be based on the pile driving records for each pile and will be determined by the ENGINEER, who will direct the CONTRACTOR to install splices. The number of pile splices

required will depend on conditions encountered. If no pile splices are required, no payment will be made under this item.

B. All work required to install the pile splices, including any site preparation and restoration necessary to locate the CONTRACTOR'S equipment on the site, will be considered incidental to this bid item and will not be paid for separately under any other bid items.

C. Payment for Steel Pipe Splices will be made at the Unit Price named in the Bid Schedule under Pay Item No. 3 which payment will constitute full compensation for all WORK described in Section 02458 – Steel Pipe Piles, as shown on the Drawings and as directed by the ENGINEER.

END OF SECTION

***Add** the following Section*:

SECTION 01045 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 DEFINITION

A. "Cutting and Patching" is defined to include the cutting and patching of nominally completed and previously existing concrete, steel, wood and miscellaneous metal structures; piping and pavement, in order to accommodate the coordination of WORK, or the installation of other facilities or structures or to uncover other facilities and structures for access or inspection, or to obtain samples for testing, or for similar purposes.

B. "Cutting and Patching" also includes the demolition and removal of structures or portions of structures necessary to complete the WORK. Removal shall include the transportation and disposal of all removed material to appropriate disposal site(s) that conform to all applicable laws and regulations. Unless specific disposal site(s) are indicated on the Drawings, the CONTRACTOR shall be responsible for determining, locating and obtaining access and applicable permits for use of any proposed sites, at no cost to the OWNER.

C. "Cutting and Patching" also includes the relocation of existing handrails where shown on the Drawings, including any additional bolts and fasteners and components that may be required for the installation. .

1.2 REQUIREMENTS OF STRUCTURAL WORK

A. Structural WORK shall not be cut and patched in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.

B. Prior to cutting and patching the following categories of WORK, the CONTRACTOR shall obtain the ENGINEER's approval to proceed with:

1. Structural steel
2. Miscellaneous structural metals, including equipment supports, stair systems and similar categories of work
3. Structural concrete
4. Foundation construction
5. Timber and primary wood framing
6. Bearing and retaining walls
7. Structural decking
8. Asphalt pavement, concrete or asphalt curb/gutter, and concrete sidewalk

1.3 OPERATIONAL AND SAFETY LIMITATIONS

A. The CONTRACTOR shall not cut and patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance, or decreased safety.

B. Prior to cutting and patching the following categories of WORK, the CONTRACTOR shall obtain the ENGINEER's approval to proceed with:

1. Sheeting, shoring and cross bracing
2. Operating systems and equipment
3. Water, moisture, vapor, air, smoke barriers, membranes and flashing
4. Noise and vibration control elements and systems
5. Control, communication, conveying and electrical wiring systems

1.4 VISUAL REQUIREMENTS

A. The CONTRACTOR shall not cut and patch WORK which is exposed on the exterior or exposed in occupied spaces, in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of the cut and patch WORK, both as judged solely by the ENGINEER. The CONTRACTOR shall remove and replace WORK judged by the ENGINEER to have been cut and patched in a visually unsatisfactory manner.

1.5 APPROVALS

A. Where prior approval of cutting and patching is required, the CONTRACTOR shall submit the request and obtain approval prior to performing the WORK. The request should include a description of why cutting and patching cannot reasonably be avoided; how it will be performed; how structural elements (if any) will be reinforced; products to be used; firms and tradespeople who will perform the WORK; approximate dates of the WORK; and anticipated results in terms of structural, operational, and visual variations from the original WORK.

PART 2 - PRODUCTS

2.1 MATERIALS USED IN CUTTING AND PATCHING

A. Except as otherwise indicated, the CONTRACTOR shall provide materials for cutting and patching which will result in equal-or-better WORK than the WORK being cut and patched, in terms of performance characteristics and including visual effects where applicable. The CONTRACTOR shall use material identical with the original materials where feasible.

B. Materials shall comply with the requirements of the Technical Specifications wherever applicable.

PART 3 - EXECUTION

3.1 PREPARATION

A. The CONTRACTOR shall provide adequate temporary support for WORK to be cut to prevent failure.

B. The CONTRACTOR shall provide adequate protection of other WORK during cutting and patching.

3.2 INSTALLATION

A. The CONTRACTOR shall employ skilled tradespeople to perform cutting and patching. Except as otherwise indicated, the CONTRACTOR shall proceed with cutting and patching at the earliest feasible time and perform the WORK promptly.

B. The CONTRACTOR shall use methods least likely to damage WORK to be retained and WORK adjoining.

1. In general, where physical cutting action is required, the CONTRACTOR shall cut WORK with sawing and grinding tools, not with hammering and chopping tools. Openings through concrete work shall be core-drilled.
2. Comply with the requirements of Technical Specifications wherever applicable.
3. Comply with the requirements of applicable sections of Division 2 where cutting and patching requires excavation and backfill.

C. The CONTRACTOR shall patch with seams which are as invisible as possible and comply with specified tolerances for the WORK.

D. The CONTRACTOR shall restore exposed seams of patched area; and, where necessary, extend finish restoration onto retained WORK adjoining, in a manner which will eliminate evidence of patching.

END OF SECTION

SECTION 01550 – SITE ACCESS AND STORAGE, PART 1 – GENERAL, Article 1.3, MAINTENANCE OF TRAFFIC, ***revise*** *paragraph* M. *to read:*

M. Special pedestrian detours are often necessary in areas adjacent to new construction due to demolition of existing sidewalks and other structures. The CONTRACTOR shall provide smooth, graded pathways free of mud, muck, and other materials that will be objectionable to people in street shoes. The pathways shall be a minimum of 36-inches-wide, and shall be clearly marked with staking, warning ribbons, or other methods to guide pedestrians through the construction areas. Orange plastic fencing with metal posts shall be used for pedestrian control.

Add *the following Section*:

SECTION 01570 – EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 THE REQUIREMENT

A. The CONTRACTOR shall provide for erosion control during construction in accordance with the requirements of the Alaska Department of Environmental Conservation (ADEC). All discharge of pollutants and sedimentation from on-site drainage shall be caught on-site.

B. Erosion Control includes preparation and maintenance of a Storm Water Pollution Prevention Plan (SWPPP), control of erosion, sedimentation and discharge of pollutants, in accordance with the ADEC Construction General Permit (CGP).

C. The WORK under this section includes providing all labor, materials, tools and equipment necessary to construct and maintain temporary erosion control works; including but not limited to, wattles, silt fences, silt containment booms, settling ponds, check dams, ditches, etc.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials shall be suitable for the intended use and perform effectively to control silt and surface erosion. All materials shall remain the property of the CONTRACTOR.

PART 3 - EXECUTION

3.1 GENERAL

A. The CONTRACTOR is responsible to prepare, submit and maintain a SWPPP, as required by the CGP, that is in accordance with their construction methodologies and sequences.

1) For projects disturbing greater than 1 Acre, this requirement shall include submission of a Notice of Intent (NOI) to ADEC prior to beginning of WORK. Copies of the NOI and SWPPP shall also be submitted to the ENGINEER within 5 days of submittal to ADEC.

2) For projects disturbing less than 1 acre, the SWPPP shall be submitted to the ENGINEER prior to the beginning of WORK; submittal to ADEC and an NOI are not required.

B. WORK at the Project site will not be permitted until the above documents are submitted to the ENGINEER and acceptance of this plan has been obtained from the governing agency or agencies (if required by the CGP).

C. The CONTRACTOR shall install temporary erosion control structures and devices as required by their SWPPP, prepared in accordance with the ADEC CGP. They shall be maintained in effective operating condition at all times. Prior to completion of work, the CONTRACTOR shall clean and remove all silt and debris from the settling pond and check dams.

D. Temporary erosion control structures shall remain in place until the project is completed and replaced by permanent erosion control WORK, protected by final stabilization or until the ENGINEER approves their removal.

E. The CONTRACTOR shall be responsible for meeting the requirements of all permits (including permits naming the OWNER, or other parties); therefore, shall be responsible for the quality of the run-off water from the Project site and for any fines and/or penalties resulting from the construction operation.

F. The CONTRACTOR shall submit NOT (Notice of Termination) at completion of the WORK and removal of all SWPPP items.

END OF SECTION

SECTION 01700 – PROJECT CLOSE-OUT, PART 1 - GENERAL, Article 1.3, FINAL SUBMITTALS, Paragraph A. ***Delete*** subparagraphs 7 & 8, and ***add*** the following to No. 6:

> "Submit compliance Certificate and Release to the Engineering Contract Administrator."

SECTION 01700 – PROJECT CLOSE-OUT, PART 1 – GENERAL, Article 1.3, FINAL SUBMITTALS. ***Add*** *the following paragraph:*

C. Before final payment, the CONTRACTOR shall provide the OWNER with clearance from the Alaska Department of Labor and Workforce Development for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A sample form for this purpose is at the end of Section 00800 – Supplementary General Conditions.

SECTION 01700 – PROJECT CLOSE-OUT, PART 1 - GENERAL, ***add*** *the following Article:*

1.5 PROJECT SIGN ASSEMBLY REMOVAL

A. The Project sign assembly shall be removed and the Project sign panel delivered to the CBJ Project Manager, as directed by the ENGINEER.

B. No progress payments will be processed by the OWNER after the CONTRACTOR has been directed by the ENGINEER to remove and deliver the Project sign panel to the CBJ, until the Project sign panel has been received by the CBJ.

SECTION 01700 – PROJECT CLOSE-OUT, PART 1 – GENERAL. ***Replace*** *the* COMPLIANCE CERTIFICATE AND RELEASE FORM *with the following form:*

COMPLIANCE CERTIFICATE AND RELEASE FORM

PROJECT: Downtown Seawalk – Miner's Cove to Franklin Dock
CONTRACT NO: E13-288

The CONTRACTOR must complete and submit this to the Engineering Contracts Administrator with respect to the entire contract.

Completed forms may be submitted upon completion of the Project. All requirements and submittals must be met before final payment will be made to the CONTRACTOR.

I certify that the following and any referenced attachments are true:

- All WORK has been performed, materials supplied, and requirements met in accordance with the applicable Drawings, Specifications, and Contract Documents.

- All Suppliers and Subcontractors have been paid in full with no claims for labor, materials or other services outstanding. If all Subcontractors and suppliers are not paid in full, please explain on a separate sheet.

- All employees have been paid not less that the current prevailing wage rates set by the State of Alaska (or U.S. Department of Labor, as applicable).

- All equal employment opportunity, certified payroll and other reports have been filed in accordance with the prime contract.

- The attached list of Subcontractors is complete (required from CONTRACTOR). The City Engineer was advised and approved of all Subcontractors before WORK was performed and has approved any substitutions of Subcontractors.

- All DBE firms listed as a precondition of the prime contract award must have performed a commercially useful function in order for the WORK to count to a DBE goal. All DBE firms performed the WORK stated and have received at least the amount claimed for credit in the Contract Documents.

- All DBE Subcontractors must attach a signed statement of the payment amount received, the nature of WORK performed, whether any balance is outstanding, and indicate that no rebates are involved.

- If the amount paid is less than the amount originally claimed for DBE credit, the CONTRACTOR has attached approval from the City Engineer for underutilization.

I understand it is unlawful to misrepresent information in order to receive a payment which would otherwise be withheld if these conditions were not met. I am an authorized agent of this firm and sign this freely and voluntarily. The foregoing statements are true and apply to the following project contractor.

_____ Capacity: CONTRACTOR
Firm Name

_____ _____ _____
Signed Printed Name and Title Date

Return completed form to: Jennifer Mannix, Engineering Contracts Administrator, City and Borough of Juneau, 155 South Seward Street, Juneau, AK 99801. Call (907) 586-0873 if we can be of further assistance or if you have any questions.

END OF SECTION

***Add** the following Section:*

SECTION 01704 – FINAL CLEAN-UP AND SITE RESTORATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. The WORK under this section includes providing all supervision, labor, materials, tools and equipment necessary for final clean-up and restoration of all areas disturbed by construction activities, to a condition equal to, or better than, before construction started. This does not include clean-up or restoration incidental to, or directly provided for by, other construction items.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Any materials required shall conform to the appropriate section of these Specifications.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. The CONTRACTOR shall clean up all sites disturbed during construction of the Project. This includes removal of all construction equipment, disposal of all excess materials, disposal of all rubbish and debris, removal of all temporary structures, and grading of the sites so that no standing water is evident.

B. The CONTRACTOR shall be responsible for removal of dirt, mud, rocks and other debris from CBJ and State Right-of-Ways. It is the intent that the traveled public way be kept as clean as practical to minimize dust and to avoid unsafe traffic conditions.

END OF SECTION

SECTION 02203 – TRENCHING, PART 2 - MATERIALS, Article 2.2 BEDDING, ***delete*** *paragraph A.*

SECTION 02204 – BASE COURSE, PART 2 – PRODUCTS Article 2.1, MATERIALS, ***add*** *the following paragraph:*

E. Base course for this project shall have a maximum Nordic Abrasion Value of 18, as determined by ATM 312, and shall meet the gradation requirements for grading D-1.

***Add** the following Section:*

SECTION 02398 – PIER TIMBERWORK

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes all lumber, timber and glued-laminated timber construction.

1.2 REFERENCES

A. American Wood-Preservers' Association (AWPA)

1. AWPA U1: Use Category System: User Specification for Treated Wood
2. AWPA M4: Care of Preservative-Treated Wood Products
3. AWPA M6: Brands Used on Forest Products.
4. AWPA P1/P13: Creosote Solutions.
5. AWPA P5: Waterborne Preservatives
6. West Coast Lumber Inspection Bureau
7. Standard Grading Rules No. 17.
8. Western Wood Products Association
9. Western Lumber Grading Rules '05.
10. American Institute of Timber Construction

1.3 DEFINITIONS

A. Lumber: Rectangular solid-wood framing members less than 5 inches nominal in one dimension.

B. Timber: Rectangular solid-wood framing members 5 inches nominal and larger in both dimensions.

C. Structural Glued-Laminated (Glulam) Timber: An engineered, stress-rated timber product assembled from selected and prepared wood laminations bonded together with adhesives with the grain of the laminations approximately parallel longitudinally.

1.4 SUBMITTALS

A. Product Data: For pier timberwork and accessories. Include installation instructions and data on fabrication and treatment processes.

B. Shop Drawings: Show layout of structural glulam timber system and full dimensions of each member. Indicate species and laminating combination, adhesive type, and other variables in required WORK.

C. Certificates of Conformance: Issued by a qualified inspection and testing agency indicating that glulam timbers comply with requirements of AITC A190.1.

D. Wood-Treatment Certificates: Signed by wood treater certifying that treatment processes comply with requirements.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer per Section 01300 - CONTRACTOR who has completed pier timberwork construction similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

B. Manufacturer Qualifications: Provide factory-glued structural units produced by an AITC-licensed firm.

C. Factory mark each piece of structural glulam timber with an AITC Quality Mark. Place mark on surfaces that will not be exposed in completed Work.

D. Glued-Laminated Timber: Comply with provisions of AITC 111, "Recommended Practice for Protection of Structural Glued Laminated Timber during Transit, Storage, and Erection."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Schedule of delivery of heavy timber to avoid extended on-site storage and to avoid delaying the Work.

B. Keep wood materials neatly stacked and protect from damage.

C. Timber Standard: Comply with AITC 108, "Standard for Heavy Timber Construction."

D. Glued-Laminated Timber Standard: Comply with AITC A190.1, "Structural Glued Laminated Timber."

PART 2 - PRODUCTS

2.1 WOOD MATERIALS

A. General: All wood materials shall be surfaced all 4 sides, unless otherwise noted.

B. Lumber:

1. Species: Douglas Fir-Larch.
2. Grading: No. 1, or better.
3. Grading Rules Agency: WCLIB, or WWPA.

C. Timber:

1. Species: Douglas Fir-Larch.
2. Grading: No. 1, or better.
3. Grading Rules Agency: WCLIB, or WWPA.

D. Glued-Laminated Timber:

1. Species: Douglas Fir-Larch.
2. Combination Symbol:
   a. Simple Spans: 24F-V4
   b. Continuous and Cantilever Spans: 24F-V8
3. Appearance Grade: Industrial Grade per AITC 110.
4. Grading Rules Agency: AITC 117

2.2 WOOD PRESERVATIVE TREATMENT

A. General:

1. All wood members shall be dressed to finished dimensions before treatment.
2. All wood members shall be incised before treatment.
3. Glued-Laminated Timber shall be incised and treated after gluing.
4. Each piece of treated lumber or timber shall be branded, by the producer, in accordance with AWPA M6.
5. Best Management Practices (BMP's): All preservative-treated timber shall be produced in compliance with the requirements of "Best Management Practices for the Use of Treated Wood in Aquatic Environments", latest edition as published by the Western Wood Preservers Institute. The CONTRACTOR shall submit certification to this effect for all preservative-treated timber furnished under this contract.

B. Lumber Exposed to Pedestrian Contact:

1. Species: Douglas Fir-Larch.
2. Preservative: Ammonical Copper Zinc Arsenate (ACZA).
3. Preservative Retention: 0.60 pcf.
4. Preservative Specification: AWPA Standard U1, Use Category UC4B.

C. Timber Exposed to Pedestrian Contact:

1. Species: Douglas Fir-Larch.
2. Preservative: Ammonical Copper Zinc Arsenate (ACZA).
3. Preservative Retention: 0.60 pcf.
4. Preservative Specification: AWPA Standard U1, Use Category UC4B.

D. Timber Not Exposed to Pedestrian Contact

1. Species: Douglas Fir-Larch.
2. Preservative: Ammonical Copper Zinc Arsenate (ACZA).
3. Preservative Retention: 60 pcf.
4. Preservative Specification: AWPA Standard U1, Use Category UC4B.

E. Glued-Laminated Timber

1. Species: Douglas Fir-Larch.
2. Preservative: Creosote, Creosote Solution.
3. Preservative Retention: 9 pcf.
4. Preservative Specification: AWPA Standard U1, Use Category UC4B.

2.3 HARDWARE

A. Bolts with necessary nuts and washers, timber connectors, drift pins, dowels, nails, screws, spikes, and other fastenings. Bolts and nuts shall conform to ASTM A 307, unless noted otherwise on drawings. Provide bolts with washers under nut. Provide washers under bolt heads. Provide heavy hex bolts and nuts with washers conforming to F 436. Provide timber connectors and other metal fastenings of type and size shown. Hot-dip galvanize all hardware.

B. Galvanizing: All hardware noted above shall be hot-dip galvanized in accordance with ASTM A 123 or ASTM F 2329, as applicable.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. Cut, bevel, and face timbers prior to plant preservative treatment. Provide protective equipment for personnel fabricating, field treating, or handling materials treated with creosote or water-borne salts.

1. Framing:

   Cut and frame lumber and timber so that joints will fit over contact surface. Open joints are unacceptable. Shimming is not allowed. Bore holes for lag screws in two parts. Make lead hole for shank the same diameter as shank. Make lead hole for the threaded portion approximately two-thirds of the shank diameter. Counterbore for countersinking wherever smooth faces are indicated or specified.

2. Decking: Make decking of a single thickness of plank. Unless otherwise indicated, lay plank with heart side down and joint thickness to match existing. Fasten each plank to each supporting member. Provide lag screws at least 4 inches greater than the thickness of plank. Place lag screws at least 2-1/2 inches from edges of the plank. Grade planks as to thickness and lay so that adjacent planks vary less than 1/16 inch.

3. Fastening: Vertical bolts shall have nuts on the lower end. Where bolts are used to fasten timber to timber, timber to concrete, or timber to steel, bolt members together when they are installed and retighten immediately prior to final acceptance of contract. Provide bolts having sufficient additional threading to provide at least 3/8 inch per foot thickness of timber for future retightening.

3.2 FIELD TREATMENT

A. Timberwork: Field treat cuts, bevels, notches, refacing and abrasions made in the field in treated piles or timbers in accordance with AWPA M4. Trim cuts and abrasions before field treatment. Paint depressions or openings around bolt holes, joints, or gaps including recesses formed by counterboring, with hot creosote oil or preservative treatment specified for lumber and timber; and after bolt or screw is in place, fill with hot pitch or a bitumastic compound.

B. Galvanized Surfaces: Repair and recoat zinc coating which has been field or shop cut, burned by welding, abraded, or otherwise damaged to such an extent as to expose the base metal. Thoroughly clean the damaged area by wire brushing and remove traces of welding flux and loose or cracked zinc coating prior to painting. Repair galvanizing to comply with ASTM A 780.

***Add** the following Section*:

SECTION 02458 – STEEL PIPE PILES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the furnishing and installation of steel pipe piles.

1.2 UNIT PRICES

A. General: Refer to the Request for Proposal for measurement and payment of piling-related unit prices.

B. Bid: Base the Bid on number and type of piles indicated from tip to cutoff, plus not more than 10 (ten) feet overlength to allow for driving to actual tip elevations as opposed to the estimated tip elevations shown.

C. Measurement: Using data obtained during pile driving, ENGINEER will calculate actual total number of piles installed.

1. Additional payment for pile lengths and associated splicing in excess of the 10 – foot overlength indicated herein will be considered additional work.
2. Unit prices include labor, materials, tools, equipment, and incidentals for furnishing, driving, cutting off, capping, and splicing piles and disposing of cutoffs.
3. No payment will be made for rejected piles, including piles driven out of tolerance, defective piles, or piles damaged during handling or driving.

1.3 SUBMITTALS

A. Product Data: For each type of pile product, accessory, and paint indicated.

B. Shop Drawings: Show fabrication and installation details for piles, including driving points and splices.

1. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.

C. Welding certificates.

D. Coordinate "Quality Assurance" requirements below with qualification requirements in Section 01300 - CONTRACTOR Submittals.

E. Mill Test Reports: For steel pipe piles and steel castings signed by manufacturer.

F. Pile-Driving Equipment: Include type, make, maximum rated energy, and rated energy per blow of hammer; weight of striking part of hammer; weight of drive cap; details, type, and structural properties of hammer cushion; and details of follower and associated equipment. Blow counts to obtain design capacity will be determined by the ENGINEER based on the pile hammer submittal.

G. Pile-Driving Records: Submit within two days of driving each pile.

H. Pile Butt Survey Records: Submit daily during pile driving operations.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A firm experienced in installing driven piles similar in material, design, and extent indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

B. Comply with requirements of the following publications:

1. AISC's "Specification for Structural Steel Buildings."

C. Welding Standards: Qualify welding procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel", and AWS D1.8, “Structural Welding Code—Seismic Supplement.”

D. Preinstallation Conference: Conduct conference at Project site to comply with meeting requirements in Section 01010 - Summary of WORK.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver piles to Project site in such quantities and at such times to ensure continuity of installation. Handle and store piles at Project site to prevent physical damage.

1. Protect pile coatings and touch up damage to coatings before driving piles.

1.6 PROJECT CONDITIONS

A. Protect structures, underground utilities, and other construction from damage caused by pile driving.

PART 2 - PRODUCTS

2.1 STEEL PIPE PILES

A. Steel pipe piles to be furnished by the CONTRACTOR under this contract.

B. High-Strength, Low-Alloy, Columbium-Vanadium Steel: ASTM A 252, Grade 3, Minimum Yield Strength of 45 KSI and Minimum Ultimate Strength of 66 ksi.

2.2 PILE ACCESSORIES

A. Driving Shoes shall be furnished with, and welded to, piles.

B. Driving Shoes: Manufacturer's standard one-piece driving shoe, fabricated from steel castings as follows to provide full bearing around circumference of pile tip. Cast driving shoe with integral tapered cutting wedges.

1. Carbon-Steel Castings: ASTM A 27/A 27M, Grade 65-35, heat treated.

2.3 HOT-DIP GALVANIZED COATINGS

A. As furnished piling will have a hot-dip galvanized coating conforming to ASTM A 123. Minimum average coating thickness shall not be less than 3.9 mils

B. Piling sections shall be hot-dip galvanized in lengths as indicated and assembled into a piling length by welding as herein specified.

2.4 FABRICATION

A. Piles to be furnished by the CONTRACTOR. Piles shall be supplied in fabricated lengths not less than that required by the contract documents. CONTRACTOR shall be responsible for all Work required to deliver these piles to the project site.

B. Identify piece marks and sections on each piling butt steel pile and maintain markings until driven.

C. Fabricate full-length piles by splicing lengths of pipe pile together, if necessary. Accurately mill meeting ends of piles and bevel for welding. Maintain axial alignment of pile lengths.

1. Welded Splices: Continuously weld pile according to AWS D1.1 and AWS D1.8 for procedures, appearance and quality of welds, and methods used in correcting welding work. All welds shall be AWS pre-qualified full penetration butt welds.
2. Splice piles during fabrication or field installation.

D. Fit and weld driving points to tip of pile according to manufacturer's written instructions and AWS D1.1 and AWS D1.8 for procedures, appearance and quality of welds, and methods used in correcting welding work.

E. Pile-Length Markings: Permanently mark each pile with horizontal lines at 12-inch intervals; mark the distance from pile tip at 60-inch intervals.

F. Field Welding: Any necessary field welding shall be in accordance with AWS D1.1, AWS D1.8, and as noted herein. All coatings including hot dip galvanizing shall be removed at least 6 inches either side of field weld location prior to welding. After welding coatings shall be reapplied in accordance with Specification Section 05500 – Metal Fabrications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Site Conditions: Do not start pile-driving operations until site grade excavations have reached elevations shown, or until large rock or other debris that may impede pile driving has been removed.

3.2 DRIVING EQUIPMENT

A. Vibratory Pile Hammer: Install all piles with the vibratory hammer to a maximum rate of penetration as determined by the ENGINEER. Minimum frequency of hammer shall be specified by the ENGINEER. The vibratory hammer specifications shall be presented to the ENGINEER prior to pile installation.

B. Impact Pile Hammer: Set all piles to final penetration with impact hammer. Final penetration criteria shall be determined by the ENGINEER. Air-, steam-, or diesel-powered type capable of consistently delivering driving energy to pile. Minimum rated of hammer shall not be less than 40,000 foot-pounds per blow. The impact hammer specifications shall be presented to the ENGINEER prior to pile installation.

C. Hammer Cushions and Driving Caps: Between hammer and top of pile, provide hammer cushion and steel driving cap recommended by hammer manufacturer for type of pile and verified by Wave Equation Analysis.

D. Leads: Use fixed or free pile-driver leads that will hold full length of pile firmly in position and in axial alignment with hammer.

E. Pile Loading and Testing Requirements:

1. Compressive Capacity: Pile Compressive Capacity shall be determined by the ENGINEER based on the pile hammer submittal and the geotechnical report, and/or any compressive tests as required by the ENGINEER.

2. Pile Tensile Capacity shall be determined by pull-out tests on piles indicated, using a test method approved by the ENGINEER.

3.3 DRIVING PILES

A. General: Continuously drive piles with the Vibratory Pile Hammer to the maximum rate of penetration as determined by the ENGINEER before switching to the Impact Pile Hammer. Continuously drive piles with the Impact Pile Hammer to the final penetration criteria as determined by the ENGINEER. Establish and maintain axial alignment of leads and pile before and during driving.

B. Heaved Piles: Redrive heaved piles to tip elevation at least as deep as original tip elevation with a driving resistance at least as great as original driving resistance. Pile butt elevation and alignment on all previously driven piles shall be monitored daily until driving is completed.

C. Driving Tolerances: Drive piles without exceeding the following tolerances, measured at pile heads:

1. Location: 4 inches from location indicated after initial driving, and 6 inches after pile driving is completed.
2. Plumb: Maintain 1 inch in 10 feet from vertical, or a maximum of 4 inches, measured when pile is above ground in leads.
3. Batter Angle: Maximum 1 inch in 10 feet from required angle, measured when pile is above ground in leads.

D. Withdraw damaged or defective piles and piles that exceed driving tolerances and install new piles within driving tolerances. Fill holes left by withdrawn piles as directed by ENGINEER.

1. Rejected piles may be abandoned and cut off as directed by ENGINEER.

E. Cutting Off: Cut off tops of driven piles as shown and at elevations indicated.

F. Pile-Driving Records: Maintain accurate driving records for each pile. Include the following data:

1. Project name and number.
2. Name of CONTRACTOR.
3. Pile location in pile group and designation of pile group.

4. Sequence of driving in pile group.
5. Pile dimensions.
6. Ground elevation.
7. Elevation of tips after driving.
8. Final tip and cutoff elevations of piles after driving pile group.
9. Records of redriving.
10. Elevation of splices.
11. Type, make, model, and rated energy of hammers.
12. Weight and stroke of hammer.
13. Type of pile-driving cap used.
14. Cushion material and thickness.
15. Actual stroke and blow rate of hammer.
16. Pile-driving start and finish times, and total driving time.
17. Time, pile-tip elevation, and reason for interruptions.
18. Number of blows for each 12 inches (300 mm) of penetration, and number of blows per 1 inch (25 mm) for the last 6 inches (150 mm) of driving.
19. Pile deviations from location and plumb.
20. Preboring, jetting, or special procedures used.
21. Unusual occurrences during pile driving.

3.4 FIELD QUALITY CONTROL

A. Testing and Inspecting: CONTRACTOR shall engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

B. Weld Testing: In addition to visual inspection, welds shall be tested and inspected according to AWS D1.1 and AWS D1.8. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

C. Pile Butt Survey: All installed pile butts shall be surveyed for elevation and alignment each day on pile drivers until all piles are driven.

3.5 TOUCHUP PAINTING

A. Clean field welds, splices, and abraded painted areas and field-apply coatings according to Specification Section 05500 – Metal Fabrications.

1. Apply touchup coatings before driving piles to surfaces that will be immersed or inaccessible after driving.

3.6 DISPOSAL

A. Remove withdrawn piles and cutoff sections of piles from site and legally dispose of them off OWNER's property.

END OF SECTION

SECTION 02501 – STORM SEWER PIPE, PART 2 - PRODUCTS, ***add*** *the following Article:*

2.9 UNDERGROUND MARKING TAPE

A. Underground Marking Tape shall be yellow, at least 4-inches wide, 4-mil thick, polyethylene tape with a metallic backing capable of being traced with locators. The tape shall have black letters with the following wording: "Caution: Storm Sewer Line Buried Below," or similar. The marking tape shall be installed 12-inches above the top of all storm sewer mains and services.

SECTION 02502 – STORM SEWER MANHOLES, INLETS AND CATCH BASINS, PART 3 - EXECUTION, Article 3.1, CONSTRUCTION, ***delete*** *paragraph C and* ***replace*** *with the following paragraph C.:*

C. Metal frames shall be set over the cast-in-place concrete support structure with a maximum ¼-inch thick mortar bed. All other support for the frame and grate assembly shall be made with 3000 PSI minimum concrete cement.

SECTION 02720 – PAINTED TRAFFIC MARKINGS, PART 2 – PRODUCTS, Article 2.1 – MATERIAL, ***revise*** *paragraph A as follows:*

A. Traffic markings shall be alkyd pavement markings conforming to the requirements of AASHTO M 248, Type F.

SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 1 - GENERAL, Article 1.1,DESCRIPTION, ***revise*** *paragraph B as follows:*

B. Asphaltic concrete mix for this Project for this project shall be Type II-A, Class B. See Table 02801-1.

SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 1 - GENERAL, Article 1.1, DESCRIPTION, ***revise*** TABLE 02801-1, ASPHALTIC CONCRETE MIX REQUIREMENTS, *as follows:*

Design Parameters	Class A	Class B
Voids in total mix, percent	2.5 – 4.0%	2.5 – 4.0%
Percent oil content	6.0 – 6.8%	6.0 – 6.8%

SECTION 02801 -- ASPHALT CONCRETE PAVEMENT, PART 3 – EXECUTION, Article 3.10, JOINTS, ***add*** *the following paragraph:*

J. All joints with existing asphalt pavement shall be resealed with asphalt cement after the new pavement has cooled to ambient temperature. All joints with concrete gutters found to have a gap shall be blown out using a weed burner torch, filled with asphalt cement, and covered with a layer of dry sand. Excess sand shall be removed, and asphalt cement placed on the concrete gutter more

than one-inch from the edge of gutter shall be removed using solvent or other approved methods.

SECTION 02801 -- ASPHALT CONCRETE PAVEMENT, PART 3 – EXECUTION Article 3.13, ACCEPTANCE SAMPLING AND TESTING, ***add*** *the following paragraph*

K. For each lot of asphalt pavement produced, at least two (2) samples shall be taken by the CONTRACTOR for purposes of acceptance testing by the OWNER. The CONTRACTOR shall split the sample with the OWNER to retain a portion for their own use. The sample shall be taken according to proper sampling methods, from the asphalt pavement on the grade.

Based on the averaged results of the acceptance testing, a deduction from the asphalt pavement pay item may be made at the following amounts:
#200 Sieve: the greater of either 1.0% the contract price for asphalt pavement placed within the sampled lot or $500 per each 0.1% outside the job mix design tolerance, not exceeding 6% maximum, of the percent passing the #200 sieve.

Asphalt Content: the greater of either 1.0% the contract price for asphalt pavement placed within the sampled lot or $500 per each 0.1% outside the allowable job mix design asphalt content tolerance. The allowable asphalt content tolerance for this Contract shall be +/- 0.4% of the target job mix design asphalt content and shall not exceed the asphalt oil content limits specified in this Contract.

The pay deductions for exceeding the job mix design tolerances does not constitute acceptance of a mix that does not meet the specifications. Further acceptance testing will be performed to determine if the asphalt pavement specifications have been met. No payment for asphalt pavement will be made for asphalt pavement exceeding job mix design tolerances, or not meeting asphalt pavement specifications, until additional testing determines whether the asphalt pavement meets all other specifications.

For the purposes of this Contract, one lot of asphalt pavement is defined as 500 tons, or a single day's asphalt pavement production of at least 100 tons.

Delete Section 02707 – Chain Link Fence and ***replace*** with the following:

SECTION 02821 - CHAIN-LINK FENCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes chain-link fences and swing gates.

1.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design chain-link fences and gates, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Structural Performance: Chain-link fence and gate framework shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.

1. Minimum Post Size and Maximum Spacing: Determine according to CLFMI WLG 2445, based on mesh size and pattern specified and on the following:

    a. Wind Loads: See structural drawings.
    b. Exposure Category: See structural drawings.
    c. Fence Height: 8 feet.
    d. Material Group: IA, ASTM F 1043, Schedule 40 steel pipe.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

C. Delegated-Design Submittal: For chain-link fences and gate framework indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of chain-link fence and gate, from manufacturer.

B. Product Test Reports: For framing strength according to ASTM F 1043.

C. Sample of special warranty.

1.5 WARRANTY

A. Special Warranty: Manufacturer's standard form in which Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, deterioration of metals, metal finishes, and other materials beyond normal weathering.
2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with CLFMI Product Manual and with requirements indicated below:

1. Fabric Height: 96”.
2. Steel Wire Fabric: Wire with a diameter of 0.192 inch.

    a. Mesh Size: 2-1/8 inches.
    b. Zinc-Coated Fabric: ASTM A 392, Type II, Class 2, 2.0 oz./sq. ft. with zinc coating applied after weaving.

3. Selvage: Knuckled at both selvages.

2.2 FENCE FRAMING

A. Posts and Rails: Comply with ASTM F 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 based on the following:

1. Fence Height: 96 inches .

2. Heavy Industrial Strength: Material Group IA, round steel pipe, Schedule 40Retain first subparagraph below if size is critical. According to ASTM F 1043, first four options are for both types of round pipe, fifth option is for Schedule 40 pipe only, and the last three options are for roll-formed steel C-section shapes.

    a. Line Post: 2.375 inches in diameter.
    b. End, Corner and Pull Post:2.375 inches in diameter.

3. Horizontal Framework Members: Intermediate top and bottom rails complying with ASTM F 1043.
4. Brace Rails: Comply with ASTM F 1043.
5. Metallic Coating for Steel Framing:

    a. Type A zinc coating.

2.3 TENSION WIRE

A. Metallic-Coated Steel Wire: 0.177-inch- diameter, marcelled tension wire complying with ASTM A 817 and ASTM A 824, with the following metallic coating:
1. Type II, zinc coated with minimum coating weight matching chain-link fabric coating weight.

2.4 SWING GATES

A. General: Comply with ASTM F 900 for gate posts and single swing gate types.

1. Gate Leaf Width: As indicated.
2. Gate Fabric Height: 96 inches.

B. Pipe and Tubing:

1. Zinc-Coated Steel: Comply with ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framing.
2. Gate Posts: Round tubular steel.
3. Gate Frames and Bracing: Round tubular steel.

C. Frame Corner Construction: Welded.

D. Hardware:

1. Hinges: 180-degree outward swing.
2. Latches permitting operation from exterior sides of gate with provision for padlocking accessible from exterior.

2.5 PRIVACY SLATS

A. Material: PVC, UV-light stabilized, flame resistant, four ply, not less than 0.023 inch (0.58 mm)] thick; sized to fit mesh specified for direction indicated.

B. Color: To match adjacent fence.

2.6 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements indicated.

D. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

E. Post Setting: Set posts in concrete.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.

a. Line post foundations: Provide 8” dia x 30” concrete foundations adjacent to dumpster slab, with min 24” post embedment.

b. Gate post foundations: Provide 12” dia x 30” deep concrete foundation with min 24” post embedment.

F. Privacy Slats: Install slats in direction indicated, securely locked in place.

1. Vertically

G. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

H. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

END OF SECTION

***Add** the following Section*:

SECTION 02870 – SITE FURNISHINGS

PART 1 – GENERAL

1.1 SUMMARY

A. This Section includes the following site and street furnishings:

1. Freestanding and Wall Mounted Benches.
2. Picnic Tables
2. Trash cans.

B. Related Sections include the following:

1. Section 02202 - Excavation and Embankment, for excavation for installation of concrete footings.
2. Section 03300 – Cast in Place Concrete, for installation of anchor bolts cast in concrete footings.

C. Products furnished, but not installed under this Section, include anchor bolts to be cast in concrete footings.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, finishes, field-assembly requirements, and installation details for approval.

B. Samples for Initial Selection: For units with factory-applied color finishes.

C. Product Schedule: For site and street furnishings. Use same designations indicated on Drawings.

D. Maintenance Data: For site and street furnishings to include in maintenance manuals.

1.3 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of site and street furnishings through one source from a single manufacturer.

PART 2 – PRODUCTS

2.1 MANUFACTURERS AND PRODUCTS

A. Products: Subject to compliance with requirements, provide one of the following or approved equal:

1. Freestanding Benches: Type A

Maglin MLB720W with IPE slats and powder coated cast aluminum frame. Frame color to be selected by Project Engineer from manufacturer's full range of color options.

2. Wall Mounted Benches

Maglin MLB720BLW with IPE slats, aluminum powder coated frame. Frame color to be selected by Project Engineer from manufacturer's full range of color options.

3. Picnic Tables

Apex STAPX-4BJ table with 4 bench seats. Jatoba slates with cast aluminum powder coated frame. Frame color to be selected by Project Engineer from manufacturer's full range of color options.

4. Trash Cans:

A. Bear Saver, Model: HA-P, 32 gallon capacity, or approved equal, with standard supplied can. Non-locking type.

B. Installation Method: Anchored to wood deck as recommended by manufacturer.

C. Steel Finish: Powder coated.

D. Color: Black

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(909) 605-1697

5. Freestanding Benches: Type B

A. Fairweather Thea Foss Model TF-3, with reversible back or fixed back, as noted on plan. 8ft long , .

B. Seating material: Plastic wood. Color Cedar.

C. Installation Method: Anchored to wood deck per manufacturer's recommendations.

D. Metal Finish: Powder coated Color Forest Green.

2.2 MATERIALS

A. Steel: Free from surface blemishes and complying with the following:

1. Plates, Shapes, and Bars: ASTM A 36/A 36M.
2. Steel Pipe: Standard-weight steel pipe complying with ASTM A 53, or electric-resistance-welded pipe complying with ASTM A 135.
3. Tubing: Cold-formed steel tubing complying with ASTM A 500.
4. Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513, or steel tubing fabricated from steel complying with ASTM A 569/A 569M and complying with

dimensional tolerances in ASTM A 500; zinc coated internally and externally.

5. Sheet: Commercial steel sheet complying with ASTM A 569/A 569M.

B. Anchors, Fasteners, Fittings, and Hardware: Manufacturer's standard, noncorrodible materials; commercial quality; concealed, recessed, and capped or plugged. Provide as required for site and street furnishings' assembly, mounting, and secure attachment.

2.5 FABRICATION

A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.

B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.

C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.

D. Steel and Iron Components: Galvanized, galvanized and color coated, or color coated. Bare metal steel or iron components are not permitted.

E. Exposed Surfaces: Polished, sanded, or otherwise finished; smooth all surfaces, free from burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.

F. Factory Assembly: Assemble components in the factory to the greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

2.6 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.7 STEEL AND GALVANIZED STEEL FINISHES

A. Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester-TGIC, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Complete field assembly of site furnishings, where required.

B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.

C. ENGINEER to approve location of furnishings prior to installation. Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.

3.3 CLEANING

A. After completing site furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

END OF SECTION

***Add** the following Section:*

SECTION 02930 - EXTERIOR PLANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Trees.
2. Shrubs.
3. Planting Soils and Amendments.

1.2 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Finish Grade: Elevation of finished surface of planting soil.

C. Native Topsoil: Existing native organic and mineral soils used to produce planting soil.

D. Planting Soil: Soil produced by homogeneously blending native topsoil, mineral soils and/or sand with stabilized organic soil amendments to produce planting soil to meet the planting soil specifications.

E. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.

F. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

G. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required.

H. Balled and Burlapped Stock (B&B): Plants dug with firm, natural balls of earth encompassing root width that is the same diameter as the plant dripline and root depth that captures 80% of roots or complies with ANSI Z60.1 for type and size of plant, covered in one layer of burlap that is securely but not tightly tied at the base of the stem or trunk with cotton or nylon rope.

I. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of plant required.

J. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

K. Root Flare: Also called "trunk flare" or “root crown”. The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

L. Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples of tree ties, 1 lb mulch and 5 lbs planting soil.

C. Product certificates.

D. Planting Schedule: Indicating anticipated planting dates for exterior plants.

1.4 QUALITY ASSURANCE

A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.

B. Topsoil and Planting Soil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; deleterious material; pH; and mineral and plant-nutrient content for topsoil and each type of planting soil.

1. Report suitability of soil for plant growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.

C. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."

D. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inchcaliper size, and 12 inchesabove ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

E. Observation: ENGINEER may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. ENGINEER retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify ENGINEER of arrival of planting materials for inspection three days prior to installation.

F. Trees shall meet the following specifications for quality:

1. As typical for the species/cultivar, trees shall be healthy and vigorous, as indicated by an inspection for the following:

    a. foliar crown density
    b. length of shoot growth (throughout crown)
    c. size, color and appearance of leaves
    d. uniform distribution of roots in the container media
    e. appearance of roots
    f. absence of twig and/or branch dieback
    g. relative freedom from insects and diseases

2. There shall be no roots greater than 1/10 diameter of the trunk circling more than one-third the way around in the top half of the root ball. Roots larger than this

may be cut provided they are smaller than one-third the trunk diameter. There shall be no kinked roots greater than 1/5 the trunk diameter. Roots larger than this can be cut provided they are less than one-third the trunk diameter.

3. Trunk flare on trees must be visible above the surface of the root ball. Major roots must be found at 2 inches or less below surface of root ball.

4. Trees should be rooted into the root ball so that soil or media remains intact and trunk and root ball move as one when lifted. The trunk should bend when gently pushed, not pivot at or below soil line.

5. The point where the top-most root in the root ball emerges from the trunk shall be visible at the soil surface.

6. The relationship between caliper, height and root ball size shall meet the ANSI Z60.1 standard.

7. There should be one dominant leader more-or-less straight to the top of the tree with the largest branches spaced at least 6 inches apart. There can be a double leader in the top 10% of the tree.

8. The tree canopy should be symmetrical, free of large voids, and typical of the species or cultivar. Live crown ratio (distance from bottom of canopy to tree top/tree height) should be at least 60%.

9. Branches should be less than 2/3 the trunk diameter, free of bark inclusions, and more-or-less radially distributed around the trunk.

10. Trees greater than 1.5 inches caliper should be able to stand erect without a supporting stake.

11. The trunk and main branches shall be free of wounds (except for properly-made pruning wounds), damaged areas, conks, bleeding, and signs of insects or disease. Open wounds or visible damage on the trunk shall not exceed 2 inches in length or be more than 5% of the circumference of the trunk. Pruning wounds do not have to be closed over but shall have been made properly and just outside the collar.

12. At time of inspection and delivery, the rootball shall be moist throughout, and the tree crown shall show no signs of moisture stress, as indicated by wilt, shriveled, dead leaves, or branch dieback. Roots shall show no signs of being subjected to excess soil moisture conditions, as indicated by root discoloration, distortion, death, or foul odor.

13. If any of the above conditions are not met, trees may be rejected.

G. Shrubs shall meet the same requirements for quality as for trees with the exception of trunk and branching requirements. The ENGINEER may reject shrubs not meeting these requirements.

H. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."

I. Preinstallation Conference: Conduct conference on site prior to beginning work.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Bulk Materials: Do not deliver or place backfill, soils and soil amendments in frozen, wet, or muddy conditions.

1. Do not dump or store bulk materials near structures, utilities, sidewalks, pavements, and other facilities, or on existing trees, turf areas or plants.

2. Provide protection including tarps, plastic and or matting between all bulk materials and any finished surfaces sufficient to protect the finish material.

B. Provide erosion-control measures to prevent erosion or displacement of bulk materials and discharge of soil-bearing water runoff or airborne dust to adjacent properties, water conveyance systems, and walkways. Provide additional sediment control to retain excavated material, backfill, soil amendments and planting mix within the project limits as needed.

C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.

D. Handle planting stock by root ball or container.

E. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants and trees in shade, protect from weather and mechanical damage, and keep roots moist.

1. Heel-in bare-root stock. Soak roots that are in dry condition in water for two hours. Reject dried-out plants.

2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.

3. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet condition.

F. Keep plant tags and labels on all plants until approved.

G. Plants that are removed from the planting areas, balled and burlapped and stored for future planting shall be kept away from direct sunlight, protected from wind and

extreme weather conditions, stored with plants upright and the roots shall be kept moist but not overly wet. Store all plants together with root balls touching and cover all plants with 6" of mulch or multiple layers of burlap.

1.6 PROJECT CONDITIONS

A. Verification of Existing Conditions and Protection of New or Existing Improvements: Before proceeding with work in this section, the Installer shall carefully check and verify all dimensions, quantities, and grade elevations, and inform the ENGINEER immediately of any discrepancies.

1. Carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging. Verify the location of all aboveground and underground utility lines, infrastructure, other improvements, and existing trees, shrubs, and plants to remain including their root system, and take proper precautions as necessary to avoid damage to such improvements and plants.

2. In the event of conflict between existing and new improvements notify the ENGINEER in writing and obtain written confirmation of any changes to the work prior to proceeding.

a. When new or previously existing utility lines are encountered during the course of excavation, notify the ENGINEER in writing and make recommendations as to remedial action. Proceed with work in that area only upon approval of appropriate remedial action. Coordinate all work with the appropriate utility contractors, utility company or responsible public works agency.

B. Protect partially completed installation against damage from other construction traffic when work is in progress, and following completion with highly visible construction tape, fencing, or other means until construction is complete.

1.7 COORDINATION

A. Planting Restrictions: Plant during the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. Planting shall occur between May 1, 2014 and June 15 2014. Schedule shall be coordinated with Owners so work can occur when no cruise ships are in dock.

2. Digging and removing of plants to ball and burlap and store for later planting shall be done when plants are dormant, between October 30, 2013 and April 1, 2014.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit. Do not plant during excessive periods of rain or when soils are saturated and can become compacted due to normal planting operations.

1.8 WARRANTY

A. Warranty: Installer's standard form in which Installer agrees to repair or replace plantings that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by OWNER, or incidents that are beyond CONTRACTOR's control.
b. Structural failures including plantings falling or blowing over.

2. Warranty Periods from Date of Substantial Completion:

a. Trees and Shrubs: One year.
b. Ground Cover: One year.

1.9 MAINTENANCE SERVICE

A. Special Maintenance Service: Provide maintenance by skilled employees of landscape Installer. Begin maintenance immediately after each area is planted and continue until substantial completion of project. After substantial completion provide one site visit/landscape inspections to ensure maintenance of landscape by facility staff and/or residents is acceptable. Provide written instruction if any oversights or errors are detected and notify ENGINEER if any actions or lack of actions are resulting in deterioration of plant health, vigor, or site conditions. Coordinate site visit with OWNER.

1. Site Visit Period for Trees and Shrubs: 12 months from date of substantial completion.

2. Site Visit Period for Ground Covers: 12 months from date of substantial completion.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped,

fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

B. Exterior Plant Heights: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

C. Provide trees and shrubs as indicated on Drawings.

D. Tree and shrub sizes indicated on Drawings are sizes after pruning.

E. Native Topsoil: Fertile, friable, surface soil containing natural loam (approximately 45% sand, 40% silt and 15% clay) and complying with ASTM D 5268, pH range of 5.5 to 7, an average of 5 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth. Topsoil to be free of vegetative plant parts or seed capable of propagating. Topsoil shall be free of volcanic ash and shall not have a deleterious material mass percentage of greater than 5% not passing through a #4 screen. Obtain topsoil from naturally well-drained sites where topsoil occurs at least 4" deep; do not obtain from bogs or marshes.

1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

    a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient.

2.2 INORGANIC SOIL AMENDMENTS

A. Sand: Clean, washed, natural or manufactured uniform coarse texture sand, free of toxic materials and other deleterious material.

2.3 ORGANIC SOIL AMENDMENTS

A. Organic Soil Amendments: Shall be shredded material with a deleterious material mass of less than 5%.

B. Compost: Well-composted, sterilized, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1/2-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.

C. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.

D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.

E. Manure: Well-rotted, unleached, chicken or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.4 FERTILIZER

A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 8 percent nitrogen, 32 percent phosphorous, and 16 percent potassium, by weight.

2.5 PLANTING SOIL MIXES

A. Planting Soil: Create sub soil and planting soil using the following as indicated and homogeneously blending to a uniform texture. Soil mixes shall not have a deleterious material mass percentage of greater than 10% not passing through a #4 screen. Percentages are volume.

B. Planting Soil Mix: Mix topsoil with the following soil amendments in the following quantities:

1. Ratio of Loose Native Topsoil by Volume: 60%

2. Ratio of Sand by Volume: 25%

3. Ratio of Loose Organics by Volume: 15%

4. Total organic content: 15-20%

5. % passing 270 sieve: 11-16%

6. Weight of Slow-Release Fertilizer per 1000 Sq. Ft.: 10 pounds.

7. Add lime as needed to meet specified PH levels but not exceeding 10 lbs. per CY.

2.6 MULCHES

A. Organic Mulch: Ground or shredded bark, dark brown or black in color, no dyed or red mulch.

2.7 STAKES AND GUYS

A. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, size and length as indicated, pointed at one end.

B. Tie Wire: ASTM A 641, Class 1 galvanized-steel wire, 2 strand, twisted 0.05 inch in diameter.

C. Tree Webbing: 1 inch wide, polypropylene webbing, 18 inches long with a brass grummet on each end. Do not use hose and wire.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.

B. Obtain utility locates for all underground utilities and structures in planting areas. Notify the ENGINEER of any conflicts prior to beginning excavation.

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

D. Lay out planting beds and trenches for exterior plantings. Stake locations, outline areas, adjust locations when requested and obtain ENGINEER acceptance of layout before starting planting bed excavation work and planting. Make minor adjustments as required.

E. Excavate beds to the depth required to accept the depth of planting soils as indicated on Drawings.

F. Fill all excavations completely with water and allow to naturally percolate from excavations. Notify ENGINEER of any beds which fail to percolate within 24 hours and make good excavations through drilling, reducing compaction, and other methods to get adequate percolation as indicated. Repeat water percolation test as needed.

G. Scarify the sides and bottom of all beds to a depth of 3 inches after percolation test to reduce compaction as a result of testing.

H. Lay out individual tree and shrub locations and areas for multiple exterior plantings. Stake locations, outline areas, adjust locations when requested, and obtain ENGINEER acceptance of layout before planting. Make minor adjustments as required.

3.3 REMOVAL OF PLANTS

A. Carefully dig by hand around the dripline of trees and shrubs to loosen the root ball from surrounding soils. Once root ball is sufficiently loosened, lift tree or shrub by the root ball, not by the stem or branches, and place on burlap. Wrap rootball entirely in burlap and securely but not tightly tie rope or nylon cord around burlap at root flare.

3.4 PLANTING BED ESTABLISHMENT

A. Homogeneously blend soil mixes off-site before spreading or mix planting soil in beds and homogeneously blend planting soil mix to the full depth to a uniform texture. Do not add planting soil until all water has percolated out of excavation.

B. Spread sub soil to the depth indicated on Drawings. Install in lifts that do not exceed 8 inches. Compact using irrigation or a water filled roller. Do not use mechanical compaction. Compact soil to 82-85% of maximum dry density. Check the soil compaction with a penetrometer or densometer. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

C. Spread planting soil to a depth of four inches and incorporate into the upper four inches of the subsoil. Spread the remaining planting soil to the depth indicated on Drawings. Install in lifts that do not exceed 8 inches. Compact using irrigation or a water filled roller. Do not use mechanical compaction. Compact soil to 84-86% of maximum dry density. Check the soil compaction with a penetrometer or densiometer. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

D. If the planting soil becomes overly compacted, remove the soil and reinstall.

E. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

F. Plant trees and shrubs after finish grades are established. Do not plant in soils immediately after performing irrigation compaction of planting soils. Allow soils to dry before planting.

G. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.5 TREES AND SHRUBS

A. Excavation of Planting Pits and Trenches: Excavate pits to a depth and width to accommodate roots and result in the uppermost lateral root being no more than 2 inches below finish grade but below finish grade. Avoid mixing of soil layers during excavation. Scarify sides of plant pit smeared or smoothed during excavation. Limit compaction of planting soils as a result of planting operations. Loosen planting soils, by hand, that have been compacted during planting operations.

B. Set newly purchased balled and burlapped, and container grown stock plumb and in center of pit or trench with uppermost lateral root no more than 2 inches below finish grades.

1. Remove burlap and wire baskets from root balls without breaking root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.

2. Soak root balls in tub of water to height of top of root ball. Allow to soak until soil is saturated.

3. Gently root wash all soil and root ball material from roots using a low pressure water hose while plant material remains in tub. Do not break roots or damage roots by using a high pressure wash.

4. Once all plants have been removed of soil. Inspect roots for conditions that may be detrimental to the plant health including girdled roots, kinked roots, excessive root pruning, disease and other conditions.

5. Keep roots in water or constantly moist. Do not allow roots to dry out or be exposed to drying sun or winds. Cover roots if necessary with loose organic material including mulch, shredded bark mulch or other materials that will not harm the plants.

6. Notify ENGINEER to allow for inspection of plant material once root washing has been completed.

7. Prune roots only if directed by ENGINEER.

8. Place approved plant material into planting pit and make adjustments to ensure proper planting depth is obtained. Verify that root flare is visible at top of root ball according to ANSI Z60.1.

9. Spread roots without tangling or turning toward surface, and carefully work backfill around roots by hand. Place planting soil mix around roots in layers, tamping to settle mix and eliminate voids and air pockets. Replace soil in layers to maintain soil layers established prior to excavating plant pits. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.

C. Set and support bare-root stock in center of planting pit and in center of pit or trench with uppermost lateral root no more than 2 inches below finish grades or with root flare adjacent finish grade.

1. Spread roots without tangling or turning toward surface, and carefully work backfill around roots by hand. Puddle with water until backfill layers are completely saturated. Plumb before backfilling, and maintain plumb while working backfill around roots and placing layers above roots.

2. Continue backfilling process in layers to maintain soil layers established prior to excavating plant pits. Water again after placing and tamping final layer of soil.

D. Set ball and burlapped stock that was stored from the site in the center or the planting pit, remove all burlap from sides of root ball. If root ball is not sufficiently moist throughout, soak root ball. Once water has drained from planting pit, backfill with planting soil and ensure that root flare is at the finish grade of planting soil.

E. When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE AND SHRUB PRUNING

A. Prune only when directed by ENGINEER. Pruning to be executed by a certified Arborist, or experienced nurseryman with pruning experience. Do not cut tree leaders; remove only injured or dead branches from trees. Do not prune branches unless damaged or to retain natural character. Prune trees and shrubs according to standard horticultural practice. Tree sizes indicated are sizes after pruning. Prune shrubs to retain natural character. Shrub sizes indicated are sizes after pruning.

B. Remove all nursery ties, tape, ribbons and wire from branches and trunk. Remove all nursery plant identification labels and tags when approved and directed by ENGINEER.

3.7 GUYING AND STAKING

A. Upright Staking and Tying: Stake all trees indicated. Use stakes of length required as indicated on drawings and to extend to height indicated above grade. Set vertical stakes and space to avoid penetrating root balls or root masses. Support trees with two strands of tie wire and webbing at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

3.8 MULCHING

A. Cover all beds with minimum of two inch depth of mulch. Keep mulch four inches from all trunks and canes. Ensure even coverage.

B. For trees planted in turf areas, place a minimum two inch depth of mulch around tree trunks to a distance of three feet around trunk. Keep mulch four inches from all trunks.

3.9 PLANT MAINTENANCE

A. Tree and Shrub Maintenance: Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.

B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

END OF SECTION 02930

***Add** the following Section:*

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

B. Related Sections:

1. Division 02 Section "Earth Moving" for drainage fill under slabs-on-grade.
2. Division 02 Section "Concrete Paving" for concrete pavement and walks.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.

E. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

1. Location of construction joints is subject to approval of the Architect.

F. Qualification Data: For testing agency.

G. Welding certificates.

H. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Steel reinforcement and accessories.
5. Curing compounds.
6. Adhesives.
7. Joint-filler strips.
8. Repair materials.

I. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:

1. Aggregates: Include service record data, per ASTM C 1260, indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

J. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

K. Field quality-control reports.

L. Minutes of preinstallation conference.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

E. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."

F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete,"
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

G. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

H. Pre-Construction Conference: Conduct conference at Owner's office.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

    a. Contractor's superintendent.
    b. Independent testing agency responsible for concrete design mixtures.
    c. Ready-mix concrete manufacturer.
    d. Concrete subcontractor.
    e. Special concrete finish subcontractor.
    f. Owner and Architect

2. Unless previously submitted to the ARCHITECT, the CONTRACTOR shall bring to the Pre-Construction Conference on copy each of the following:

    a. Plan of Operation.
    b. Project Overview Bar Chart Schedule.
    c. Procurement schedule of major equipment and materials and items requiring long lead time.
    d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
    e. Name and telephone number of CONTRACTOR's Project Supervisor.
    f. Erosion Control Plan.

3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.
4. The CONTRACTOR should be prepared to discuss all of the items listed below:

    a. Status of CONTRACTOR's insurance and bonds.
    b. CONTRACTOR's tentative schedules.
    c. Transmittal, review, and distribution of CONTRACTOR's submittals.
    d. Processing applications for payment.
    e. Maintaining record documents.
    f. Critical work sequencing.
    g. Field decisions and Change Orders.
    h. Use of Project site, office and storage areas, security, housekeeping, and OWNER's needs.
    i. Major equipment deliveries and priorities.
    j. CONTRACTOR's assignments for safety and first aid.

5. The OWNER will preside at the Pre-Construction Conference and will arrange for keeping and distribution the minutes to all persons in attendance.

I. Progress Meetings

1. The CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by the ARCHITECT, or as required by progress of the WORK. The CONTRACTOR, ARCHITECTS, and all Subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other Subcontractors.
2. The ARCHITECT shall preside at the meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact the WORK, with a view toward resolving these issues expeditiously.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 – PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

    a. High-density overlay, Class 1 or better.
    b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
    c. Structural 1, B-B or better; mill oiled and edge sealed.
    d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

D. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

F. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.2 STEEL REINFORCEMENT

A. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.

B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

C. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.

D. Plain-Steel Wire: ASTM A 82/A 82M.

E. Deformed-Steel Wire: ASTM A 496/A 496M.

2.3 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2.4 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type I, Type III gray. Supplement with the following:

a. Fly Ash: ASTM C 618, Class F.
b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

2. Blended Hydraulic Cement: ASTM C 595, Type IS, Portland blast-furnace slag cement.

B. Silica Fume: ASTM C 1240, amorphous silica.

C. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Water: ASTM C 94/C 94M and potable.

2.5 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

C. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Axim Italcementi Group, Inc.; CATEXOL CN-CI.
b. BASF Construction Chemicals - Building Systems; Rheocrete CNI.
c. Euclid Chemical Company (The), an RPM company; ARRMATECT.
d. Grace Construction Products, W. R. Grace & Co.; DCI.
e. Sika Corporation; Sika CNI.

D. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable

of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

    a. BASF Construction Chemicals - Building Systems; Rheocrete 222+.
    b. Cortec Corporation; MCI- 2000.
    c. Grace Construction Products, W. R. Grace & Co.; DCI-S.
    d. Sika Corporation; FerroGard 901.

2.6 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

2. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

    a. Axim Italcementi Group, Inc.; CATEXOL CimFilm.
    b. BASF Construction Chemicals - Building Systems; Confilm.
    c. ChemMasters; SprayFilm.
    d. Conspec by Dayton Superior; Aquafilm.
    e. Dayton Superior Corporation; Sure Film (J-74).
    f. Edoco by Dayton Superior; BurkeFilm.
    g. Euclid Chemical Company (The), an RPM company; Eucobar.
    h. Kaufman Products, Inc.; Vapor-Aid.
    i. Lambert Corporation; LAMBCO Skin.
    j. L&M Construction Chemicals, Inc.; E-CON.
    k. Meadows, W. R., Inc.; EVAPRE.
    l. Metalcrete Industries; Waterhold.
    m. Nox-Crete Products Group; MONOFILM.
    n. Sika Corporation; SikaFilm.
    o. SpecChem, LLC; Spec Film.
    p. Symons by Dayton Superior; Finishing Aid.
    q. TK Products, Division of Sierra Corporation; TK-2120 TRI-FILM.
    r. Unitex; PRO-FILM.
    s. Vexcon Chemicals, Inc.; Certi-Vex Envio Set.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

    a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
    b. BASF Construction Chemicals - Building Systems; Kure 200.
    c. ChemMasters; Safe-Cure Clear.
    d. Conspec by Dayton Superior; W.B. Resin Cure.
    e. Dayton Superior Corporation; Day-Chem Rez Cure (J-11-W).
    f. Edoco by Dayton Superior; Res X Cure WB.
    g. Euclid Chemical Company (The), an RPM company; Kurez W VOX; TAMMSCURE WB 30C.
    h. Kaufman Products, Inc.; Thinfilm 420.
    i. Lambert Corporation; AQUA KURE - CLEAR.
    j. L&M Construction Chemicals, Inc.; L&M Cure R.
    k. Meadows, W. R., Inc.; 1100-CLEAR.
    l. Nox-Crete Products Group; Resin Cure E.
    m. Right Pointe; Clear Water Resin.
    n. SpecChem, LLC; Spec Rez Clear.
    o. Symons by Dayton Superior; Resi-Chem Clear.
    p. TK Products, Division of Sierra Corporation; TK-2519 DC WB.
    q. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.

2.7 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 per ASTM D 2240.

C. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:

    1. Types IV and V, load bearing for bonding hardened or freshly mixed concrete to hardened concrete.

2.8 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.

    1. Cement Binder: ASTM C 150, Portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.

2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.

B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C 150, Portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3.2 to 6 mm) or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi (34.5 MPa) at 28 days when tested according to ASTM C 109/C 109M.

2.9 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of Portland cement, which would otherwise be used, by not less than 40 percent. Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Ground Granulated Blast-Furnace Slag: 50 percent.
4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent Portland cement minimum, with fly ash or pozzolan not exceeding 25 percent and silica fume not exceeding 10 percent.
5. Silica Fume: 10 percent.
6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
7. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

2.10 CONCRETE MIXTURE

A. Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 5000 psi at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.40.
3. Slump Limit: 5 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

2.11 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.12 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time,

quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch for smooth-formed finished surfaces.
2. Class C, 1/2 inch for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."

3.3 REMOVING AND REUSING FORMS

A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 SHORES AND RESHORES

A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.

1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.

B. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.5 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.6 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Locate horizontal joints in walls at the top of footings.
3. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
5. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.7 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

F. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.8 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Rubbed Finish: Apply the following to smooth-form-finished as-cast concrete where exposed:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.10 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.
c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

3.11 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least one month(s). Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.12 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part Portland cement to two and one-half parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
5. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching

concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

6. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.13 FIELD QUALITY CONTROL

A. Testing and Inspecting: Engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Inspections:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
3. Headed bolts and studs.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.
7. Verification of concrete strength before removal of shores and forms from beams and footings.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
6. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
7. Compression Test Specimens: ASTM C 31/C 31M.

    a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
    b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.

8. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
11. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of

concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.

14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION

SECTION 03303 – SIDEWALK, CURB AND GUTTER, PART 2 - PRODUCTS, Article 2.1, MATERIALS, ***revise*** *paragraph B. to read:*

B. Synthetic fibers shall be used for reinforcement with curb and gutter and concrete sidewalk replacements, except a 6-foot length of No. 4 reinforcing bar shall be centered across catch basins centered in the curb. Except as described above, reinforcing steel or wire mesh shall not be used unless approved by the ENGINEER. Sidewalks shall utilize Fibermesh 150, or approved equal. Curbs, gutters and driveways shall utilize a fibrillated product, Fibermesh 300, or approved equal. Application rates of both products shall be at least 1.5 pounds per cubic yard of concrete. Fibermesh shall be as manufactured by “SI Concrete Systems,” or approved equal.

***Add** the following Section:*

SECTION 05120 – STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes structural steel and grout.

1.2 DEFINITIONS

A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show fabrication of structural-steel components.

C. Qualification Data: For qualified Installer, fabricator, and testing agency.

D. Welding certificates.

E. Mill test reports for structural steel, including chemical and physical properties.

F. Source quality-control reports.

1.4 QUALITY ASSURANCE

A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.

B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.

C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

D. Comply with applicable provisions of the following specifications and documents:

1. AISC 303.
2. AISC 341.
3. AISC 360.

4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

E. Preinstallation Conference: Conduct conference at owner's office.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

A. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.

B. W-Shapes, WT-Shapes: ASTM A 992 or ASTM A 572, Grade 50.

C. Channels, Angles: ASTM A 36.

D. Plate and Bar: ASTM A 36.

E. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B, structural tubing.

F. Steel Pipe: ASTM A 53, Type E or S, Grade B.

G. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

A. Zinc-Coated High-Strength Bolts, Nuts, and Washers: ASTM A 325 Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade DH heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers.

1. Finish: Hot-dip zinc coating.
2. Direct-Tension Indicators: ASTM F 959, Type 325, compressible-washer type with mechanically deposited zinc coating finish.

B. Dacromet-Coated High-Strength Bolts, Nuts, and Washers: ASTM A 490 Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade DH heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers.

1. Finish: Dacromet-Coating per ASTM F 1136.
2. Direct-Tension Indicators: ASTM F 959, Type 490, compressible-washer type with Dacromet finish.

C. Unheaded Anchor Rods: ASTM F 1554, Grade 55 with supplement S1, weldable, unless noted otherwise.

1. Configuration: Straight.
2. Finish: Hot-dip zinc coating, ASTM A 153, Class C.

D. Headed Anchor Rods: ASTM F 1554, Grade 55 with supplement S1, weldable, straight, unless noted otherwise.

1. Finish: Hot-dip zinc coating, ASTM A 153, Class C.

E. Threaded Rods: ASTM A 36 or ASTM A 193, Grade B7.

1. Finish: Hot-dip zinc coating, ASTM A 153, Class C.

2.3 GROUT

A. Metallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, metallic aggregate grout, mixed with water to consistency suitable for application and a 30-minute working time.

B. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.4 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC 360.

2.5 SHOP CONNECTIONS

A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.

1. Joint Type: Snug tightened.

B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

2.6 SOURCE QUALITY CONTROL

A. Testing Agency: Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.

1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.

B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

C. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

D. Welded Connections: In addition to visual inspection, shop-welded connections will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:

1. Liquid Penetrant Inspection: ASTM E 165.
2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
3. Ultrasonic Inspection: ASTM E 164.
4. Radiographic Inspection: ASTM E 94.

2.7 GALVANIZING

A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to all structural steel according to ASTM A 123/A 123M, unless noted otherwise.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.

B. Base Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.

1. Set plates for structural members on wedges, shims, or setting nuts as required.
2. Weld plate washers to top of baseplate.
3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply

with manufacturer's written installation instructions for shrinkage-resistant grouts.

C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."

3.3 FIELD CONNECTIONS

A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.

1. Joint Type: Snug tightened, unless noted otherwise.

B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.

B. Bolted Connections: Bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

C. Welded Connections: Field welds will be visually inspected according to AWS D1.1/D1.1M.

1. In addition to visual inspection, field welds will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:

a. Liquid Penetrant Inspection: ASTM E 165.
b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
c. Ultrasonic Inspection: ASTM E 164.
d. Radiographic Inspection: ASTM E 94.

D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

END OF SECTION

***Add** the following Section*:

SECTION 05500 – METAL FABRICATIONS

PART 1 - GENERAL

1.2 SUMMARY

A. This Section includes metal fabrications for construction of structural steel, timber decking, handrails, and other associated construction.

1.2 SUBMITTALS

A. Product Data: For the following:

1. Grout.
2. Drilled-in anchor bolt resins.
3. Stainless Steel cable railing and connectors.

B. Shop Drawings: Detail fabrication and erection of each metal fabrication indicated. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

1. Provide templates for anchors and bolts specified for installation under other Sections.

C. Samples for Verification: For each type and finish of extruded stair tread.

D. Mill Certificates: Signed by manufacturers of stainless-steel sheet certifying that products furnished comply with requirements.

E. Welding Certificates: Copies of certificates for welding procedures and personnel.

F. ICBO Certificates: Copies of certificates for anchor bolt resins.

1.3 QUALITY ASSURANCE

A. Fabricator Qualifications: A firm experienced in producing metal fabrications similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

B. Welding: Qualify procedures and personnel according to the following:

1. AWS D1.1, "Structural Welding Code--Steel."
2. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

1.4 PROJECT CONDITIONS

A. Field Measurements: Where metal fabrications are indicated to fit existing construction, verify dimensions by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the WORK.

1. Established Dimensions: Where field measurements cannot be made without delaying the WORK, establish dimensions and proceed with fabricating metal fabrications without field measurements. Coordinate construction to ensure that actual dimensions correspond to established dimensions. Allow for trimming and fitting.

1.5 COORDINATION

A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete. Deliver such items to Project site in sufficient time for installation.

PART 2 - PRODUCTS

2.1 METALS, GENERAL

A. Metal Surfaces, General: For metal fabrications exposed to view in the completed WORK, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.

2.2 FERROUS METALS

A. Steel Plates, Shapes, and Bars: ASTM A 36.

B. Steel Tubing: Cold-formed steel tubing complying with ASTM A 500.

C. Steel Pipe: ASTM A 53, standard weight (Schedule 40), unless another weight is indicated or required by structural loads.

D. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

2.3 STAINLESS STEEL CABLE RAILING AND ACCESSORIES:

A. Cable: Stainless Steel, 1x19, semi-rigid.

B. Turnbuckles: Terminator model, as manufactured by CS Johnson Co., or equal.

C. Fasteners and Washers: Building Fasteners, or equal.

2.4 PAINT

A. Galvanizing Repair Paint: High-zinc-dust-content paint for re-galvanizing welds and damaged surfaces in steel, complying with SSPC-Paint 20, in accordance with ASTM A 780.

2.5 FASTENERS

A. General: Provide Type 316 stainless-steel fasteners or hot-dipped galvanized steel fasteners, as indicated. Select fasteners for type, grade, and class required.

B. Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and flat washers.

C. Post-Installed Anchor Bolts:

1. Unheaded Rods: Stainless Steel (Type 316) (ASTM A 276, UNS S31603).
2. Nuts: Stainless Steel (Type 316) (ASTM F 594, Group 2).
3. Washers: Stainless Steel (Type 316).
4. Anchor Bolt Resin: Injectable two component resin based system shall have International Code Council (ICC) Certification for use in cracked concrete in Seismic Design Category D

2.6 GROUT

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.7 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

1. Shear and punch metals cleanly and accurately. Remove burrs.
2. Ease exposed edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing WORK.

B. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

C. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

D. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

E. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where water may accumulate.

F. Form exposed WORK true to line and level with accurate angles and surfaces and straight sharp edges.

G. Remove sharp or rough areas on exposed traffic surfaces.

2.8 LOOSE BEARING AND LEVELING PLATES

A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

1. Galvanize plates after fabrication.

2.9 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports that are not a part of structural-steel or pier timber WORK framework as necessary to complete the WORK.

1. General: Provide steel framing and supports indicated and as necessary to complete the WORK.
2. Fabricate units from structural-steel shapes, plates, and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill, and tap units to receive hardware, hangers, and similar items.

2.10 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize all items to comply with applicable standard listed below:

1. ASTM A 123, for galvanizing steel and iron products.
2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.

B. Zinc-based alloy solders: For field coatings of welds and damaged surfaces, apply in accordance with ASTM A 780.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners for securing metal fabrications to in-place construction.

B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

C. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, or similar construction.

D. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

E. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

F. Corrosion Protection: Coat all damaged surfaces with zinc-based alloy solders followed by galvanizing repair paint in accordance with ASTM A 780.

3.2 SETTING BEARING AND LEVELING PLATES

A. Clean concrete bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.

B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.

1. Use nonshrink grout.
2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.3 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings, if any.

B. Support steel girders on solid concrete as indicated.

1. Where grout space under bearing plates is indicated at girders supported on concrete, install as specified above for setting and grouting bearing and leveling plates.

3.4 ADJUSTING AND CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780, coating with zinc-based alloy solders followed by high-zinc-dust-content paint.

3.5 POST-INSTALLED ANCHOR BOLTS

A. Post-installed anchor bolts shall be installed in strict accordance with manufacturer's instructions. At a minimum, anchor bolt holes shall be embedded into existing concrete, where indicated, 10 anchor bolt diameters.

B. Anchor bolts shall be embedded in the locations indicated either by percussive or core drilling at the CONTRACTOR's option. If existing reinforcing is encountered in the locations indicated, that reinforcing shall be removed by use of a core drill.

***Add** the following Section*:

SECTION 05511 - METAL GRATING STAIR TREADS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes galvanized steel-grating treads.

1.2 ACTION SUBMITTALS

A. Product Data: For metal grating stairs treads.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance of Stairs: Metal stairs shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Uniform Load: 100 lbf/sq. ft.
2. Concentrated Load: 300 lbf applied on an area of 4 sq. in.
3. Uniform and concentrated loads need not be assumed to act concurrently.
4. Stair Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.

B. Seismic Performance of Stairs: Metal stairs shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. Component Importance Factor: 1.5.

2.2 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For components exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

C. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.

D. Steel Bars for Grating Treads: ASTM A 36/A 36M or steel strip, ASTM A 1011/A 1011M or ASTM A 1018/A 1018M.

E. Wire Rod for Grating Crossbars: ASTM A 510.

2.3 FASTENERS

A. Provide zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 12 for exterior use, and Class Fe/Zn 5 where built into exterior walls. Select fasteners for type, grade, and class required.

2.4 MISCELLANEOUS MATERIALS

A. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

2.5 FABRICATION, GENERAL

A. Weld connections to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Weld exposed corners and seams continuously unless otherwise indicated.
5. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 4 welds: good quality, uniform undressed weld with minimal splatter.

B. Fabricate joints that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

C. Metal Bar-Grating Stairs: Form treads and platforms to configurations shown from metal bar grating; fabricate to comply with NAAMM MBG 531, "Metal Bar Grating Manual."
1. Fabricate treads and platforms from welded or pressure-locked steel grating with openings in gratings no more than 1/2 inch in least dimension.
2. Surface: Serrated.
3. Finish: Galvanized.
4. Fabricate grating treads with cast-abrasive nosing and with steel angle or steel plate carrier at each end for stringer connections. Secure treads to stringers with bolts.

2.6 FINISHES

A. Finish metal stairs after assembly.

B. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal stairs. Set units accurately in location, alignment, and elevation, measured from established lines and levels and free of rack.

B. Field Welding: Comply with requirements for welding in "Fabrication, General" Article.

3.2 ADJUSTING AND CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION

***Add** the following Section*:

SECTION 06201 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Lumber

1.2 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

B. Samples: For each type of material indicated.

1.3 QUALITY ASSURANCE

A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Lumber: DOC PS 20 and applicable grading rules of inspection agencies certified by ALSC's Board of Review.

2.2 RAILINGS

A. Railings: Clear, kiln dried, solid IPE, S4S sizes and length per drawings. FSC Certified.

2.3 SITE BUILT BENCHES

B. Clear, kiln dried, solid IPE or Cedar As noted on plans, S4S sizes and length per drawings. FSC Certified.

PART 3 - EXECUTION

3.1 PREPARATION

A. IPE Railings and Site Built IPE and Cedar Benches: Sand exposed surface smooth with 120 grit sandpaper, with a final sanding with 200 grit. Seal ends of lumber including both faces and edges with Daly's Benite or approved equal.

3.2 INSTALLATION, GENERAL

A. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.

1. Scribe and cut exterior lumber finish carpentry to fit adjoining work. Refinish and seal cuts.

END OF SECTION

***Add** the following Section*:

SECTION 08443 - SLOPED GLAZING ASSEMBLIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Conventionally glazed sloped glazing assemblies.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include plans, elevations, sections, full-size details, and attachments to other work.

C. Samples: For each exposed finish required.

D. Delegated-Design Submittal: For sloped glazing assemblies indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Sample warranties.

1.5 CLOSEOUT SUBMITTALS

Maintenance data.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.

C. Do not change intended aesthetic effects, as judged solely by Project Engineer, except with Project Engineer's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.7 WARRANTY

A. Special Warranty: Installer agrees to repair or replace components of sloped glazing assemblies that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
Warranty Period: 5 years from date of Substantial Completion.

B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.

Warranty Period: 10 **y**ears from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, to design aluminum-framed canopies.

B. General Performance: Comply with performance requirements specified, as determined by testing of sloped glazing assemblies representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.

Sloped glazing assemblies shall withstand movements of supporting structure including, but not limited to, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
Failure also includes the following:

Thermal stresses transferring to building structure.
Glass breakage.
Noise or vibration created by wind and thermal and structural movements.
Loosening or weakening of fasteners, attachments, and other components.

Structural Loads:

Wind Loads: As indicated on Drawings.
Snow Loads: As indicated on Drawings**.**

Deflection of Framing Members: At design wind pressure, as follows:

Deflection Normal to supporting structure: Limited to edge of glass in a direction perpendicular to glass plane not exceeding 1/175 of the glass edge length for each individual glazing lite.
Deflection Parallel to Glazing Plane: Limited **to** 1/360 of clear span or 1/8 inch (3**.2 mm),** whichever is smaller**.**
Cantilever Deflection: Where framing members overhang an anchor point, as follows:

Perpendicular to supporting structure: No greater than 1/175 times span, for spans less than 11 feet 8-1/4 inches (3.6 m).

Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:

Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

Structural-Sealant Joints:

Designed to carry gravity loads of glazing.
Designed to produce tensile or shear stress of less than 20 psi (138 kPa).

Structural Sealant: Capable of withstanding tensile and shear stresses imposed by sloped glazing assemblies without failing adhesively or cohesively. When tested for preconstruction adhesion and compatibility, cohesive failure of sealant shall occur before adhesive failure.

Adhesive failure occurs when sealant pulls away from substrate cleanly, leaving no sealant material behind.
Cohesive failure occurs when sealant breaks or tears within itself but does not separate from each substrate because sealant-to-substrate bond strength exceeds sealant's internal strength.

2.2 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide “Skylight Systems Inc. 60 Series System”. 22915 152nd Ave East, Graham, WA 98338. 253 318 8388, or comparable product by one of the following:
EFCO Corporation.
Kawneer North America.
O'Keeffe's Inc.
Wausau Window and Wall Systems.

B. Source Limitations: Obtain all components of sloped glazing assembly system, including framing and accessories, from single manufacturer**.**

2.3 FRAMING

A. Framing Members: Manufacturer's standard, formed- or extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.

1. Framing-Member Type: Skin type, supported by structural-steel members indicated.
Glass Retention: Field-installed pressure caps.

B. Pressure Caps: Manufacturer's standard aluminum components that mechanically retain glazing.

Include snap-on aluminum trim that conceals fasteners.

C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

D. Materials:

1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

Sheet and Plate: ASTM B 209.
Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221 .
Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
Structural Profiles: ASTM B 308/B 308M.

2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.

Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

2.5 GLAZING

A. Glazing: Comply with Section 08800 "Glazing."

B. Structural Glazing Sealants: ASTM C 1184, chemically curing silicone formulation that is compatible with system components with which it comes in contact, specifically formulated and tested for use as structural sealant and approved by structural-sealant manufacturer for use in sloped glazing assembly indicated.

Color: As selected by Architect from manufacturer's full range of colors.

C. Weatherseal Sealants: ASTM C 920 for Type S; Grade NS; Class 25; Uses NT, G, A, and O; chemically curing silicone formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and sloped glazing assemblies manufacturers for this use.

Color: Match structural sealant.

D. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.

E. Glazing Sealants: As recommended by manufacturer.

2.6 FABRICATION

A. Form or extrude aluminum shapes before finishing.

B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

C. Fabricate components that, when assembled, have the following characteristics:

Profiles that are sharp, straight, and free of defects or deformations.
Accurately fitted joints with ends coped or mitered.
Physical and thermal isolation of glazing from framing members.
Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

D. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.7 ALUMINUM FINISHES

A. High-Performance Organic Finish: Two-coat fluoropolymer finish complying with AAMA 2604 and containing not less than 70 percent PVDF resin by weight in color coat.

Color and Gloss: As selected by Architect from manufacturer's full range.

2.8 SOURCE QUALITY CONTROL

Structural Sealant: Perform quality-control procedures complying with ASTM C 1401 recommendations including, but not limited to, assembly material qualification procedures, sealant testing, and assembly fabrication reviews and checks.

Part 3 - EXECUTION

3.1 INSTALLATION

A. General:

Comply with manufacturer's written instructions.
Do not install damaged components.
Fit joints to produce hairline joints free of burrs and distortion.

Rigidly secure non-movement joints.
Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
Where welding is required, weld components in concealed locations to minimize distortion or discoloration of finish. Protect glazing surfaces from welding.
Seal joints watertight unless otherwise indicated.

B. Metal Protection:

Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with primer, applying sealant or tape, or installing nonconductive spacers as recommended by manufacturer for this purpose.
Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within sloped glazing assemblies to exterior.

D. Install components plumb and true in alignment with established lines and grades.

E. Install glazing as specified in Section 088000 "Glazing."

END OF SECTION

Add *the following Section*:

SECTION 08800 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
1. Laminated overhead glazing and vertical glazing, both with ceramic frit.

1.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design glass, including comprehensive engineering analysis according to ICC's 2006 International Building Code by a qualified professional engineer, using the following design criteria:

1. Design Wind Pressures: As indicated on Drawings.
2. Design Snow Loads: As indicated on Drawings.

3. Sloped Glazing: For glass surfaces sloped more than 15 degrees from vertical, design glass to resist each of the following combinations of loads:

    a. Outward design wind pressure minus the weight of the glass. Base design on glass type factors for short-duration load.
    b. Inward design wind pressure plus the weight of the glass plus half of the design snow load. Base design on glass type factors for short-duration load.
    c. Half of the inward design wind pressure plus the weight of the glass plus the design snow load. Base design on glass type factors for long-duration load.
4. Differential Shading: Design glass to resist thermal stresses induced by differential shading within individual glass lites.

1.3 PRECONSTRUCTION TESTING

A. Preconstruction Adhesion and Compatibility Testing: Test each glazing material type, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants. B. Testing will not be required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.

1.4 ACTION SUBMITTALS

A. Product Data: For each glass product and glazing material indicated.

B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.

C. Glazing Schedule: List glass types and thicknesses for each size opening and location. D. Delegated-Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

A. Preconstruction adhesion and compatibility test report.

1.5 QUALITY ASSURANCE

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

GANA Publications: GANA's "Laminated Glazing Reference Manual" and GANA's "Glazing Manual."

AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR-A7, "Sloped Glazing Guidelines."

IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."

1.6 WARRANTY

A. Manufacturer's Special Warranty on Laminated Glass: Manufacturer's standard form in which laminated-glass manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

Warranty Period: 10 years from date of Substantial Completion.

Part 2 - PRODUCTS

2.1 GLASS PRODUCTS, GENERAL

A. Subject to compliance with requirements, provide product indicated in glass schedules or comparable product by one of the following:

1. AGC Glass Company North America, Inc.
2. Guardian Industries Corp.
3. Hartung Glass Industries.
4. Northwestern Industries, Inc.
5. Oldcastle BuildingEnvelope.
6. Pilkington North America Inc.
7. PPG Industries, Inc.
8. Saint-Gobain Corporation.
9. Viracon, Inc.

B. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.

1. Obtain tinted glass from single source from single manufacturer.
2. Obtain reflective-coated glass from single source from single manufacturer.

C. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.

D. Thickness: Provide glass lites in thicknesses as needed to comply with performance and load requirements indicated.

E. Strength: Where float glass is indicated, provide Kind HS heat-treated float glass, or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article.

2.2 GLASS PRODUCTS

A. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.

2.3 LAMINATED GLASS

A. Laminated Glass: ASTM C 1172, and complying with testing requirements in 16 CFR 1201 for Category II materials, and with other requirements specified. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.

1. Construction: Laminate glass with interlayer to comply with interlayer manufacturer's written recommendations.

a. Thickness of Each Glass Ply: 6.0 mm. Ceramic-coated, laminated vision glass with two plies of heat treated float glass.
b. Outer Ply: Clear float glass.
c. Inner Ply: Clear float glass.
d. Ceramic Coating Color and Pattern: Match Architect's samples.
e.. Minimum Thickness of Each Glass Ply: 6 mm. (or as required to meet performance and load requirements indicated)
f. Coating Location: Second or Third surface.

2.4 INTERLAYER

A. Basis of Design: DuPont™ SentryGlas® , as manufactured by DuPont™ Glass Laminating Solutions; 4417 Lancaster Pike, Wilmington, DE 19805; www.sentryglas.com

1. Thickness: 0.060 inch (or as required to meet performance and load requirements indicated)

2. Color: Clear

3. Interlayer Physical Properties:

a. Young’s Modulus: 43 kpsi, when tested in accordance with ASTM D5026
b. Tensile Strength: 5.0 kpsi, when tested in accordance with ASTM D638.

c. Elongation: 400%, when tested in accordance with ASTM D638
d. Flex Modulus: 50 kpsi, when tested in accordance with D790.
e. Heat Deflection Temperature at 0.46 MPa: 110 deg F, when tested in accordance with D648.

2.4 GLAZING GASKETS

A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:

Neoprene complying with ASTM C 864.
EPDM complying with ASTM C 864.
Silicone complying with ASTM C 1115.
Thermoplastic polyolefin rubber complying with ASTM C 1115.

B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned neoprene, EPDM silicone or thermoplastic polyolefin rubber gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.

Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.

2.5 GLAZING SEALANTS

A. General:

1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.

2.6 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:

AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:

AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.7 MISCELLANEOUS GLAZING MATERIALS

A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

B. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

C. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

D. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

PART 3 - EXECUTION

3.1 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.

E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

G. Provide spacers for glass lites where length plus width is larger than 50 inches.

H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

3.2 TAPE GLAZING

A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.

B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.

C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.

D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

E. Apply heel bead of elastomeric sealant.

F. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

3.3 GASKET GLAZING (DRY)

A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

E. Install gaskets so they protrude past face of glazing stops.

3.4 SEALANT GLAZING (WET)

A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.

B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.

C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.5 CLEANING AND PROTECTION

A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.

C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.

D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

END OF SECTION

***Add** the following Section*:

SECTION – 16050 BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

1.2 1.2 SUMMARY

A. This section includes the following:

1. Supporting devices for electrical components.
2. Electrical identification.
3. Electrical demolition.
4. Cutting and patching for electrical construction.
5. Touchup painting.

1.3 DEFINITIONS

A. IMC: Intermediate metal conduit.

B. LFMC: Liquidtight flexible metal conduit.

C. RNC: Rigid nonmetallic conduit.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

1.5 COORDINATION

A. Coordinate chases, slots, inserts, and openings with general construction WORK and arrange during progress of construction to facilitate the electrical installations that follow.

B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the WORK.

C. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

PART 2 - PRODUCTS

2.1 SUPPORTING DEVICES

A. Material: Cold-formed steel, with corrosion-resistant coating acceptable to authorities having jurisdiction.

B. Metal Items for Use Outdoors, in Damp Locations, or in corrosive environments: Hot-dip galvanized steel, or stainless steel.

C. Slotted-Steel Channel Supports: Flange edges turned toward web, and 9/16-inch diameter slotted holes at a maximum of 2 inches o.c., in webs.

1. Channel Thickness: Selected to suit structural loading.
2. Fittings and Accessories: Products of the same manufacturer as channel supports.

D. Raceway and Cable Supports: Manufactured straps, trapeze hangers, wall brackets, and spring-steel clamps on channel.

E. Expansion Anchors: Carbon-steel wedge or sleeve type.

F. Toggle Bolts: All-steel springhead type.

G. Powder-Driven Threaded Studs: Heat-treated steel.

2.2 ELECTRICAL IDENTIFICATION

A. Identification Devices: A single type of identification product for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, and these Specifications.

B. Underground Warning Tape: Permanent, bright-colored, continuous-printed, vinyl tape with the following features:

1. Not less than 6 inches wide by 4 mils thick.
2. Compounded for permanent direct-burial service.
3. Embedded continuous metallic strip or core.
4. Printed legend that indicates type of underground line.

C. Tape Markers for Wire: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.

D. Color-Coding Cable Ties: Type 6/6 nylon, self-locking type. Colors to suit coding scheme.

E. Fasteners for Nameplates: Self-tapping, stainless-steel screws or No. 10/32 stainless-steel machine screws with nuts and flat and lock washers.

2.3 TOUCHUP PAINT

A. For Equipment: Equipment manufacturer's paint selected to match installed equipment finish.

B. Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

PART 3 - EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION

A. Materials and Components: Install level, plumb, and parallel and perpendicular to other systems and components, unless otherwise indicated.

B. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.

C. Right of Way: Give to raceways and piping systems installed at a required slope.

3.2 ELECTRICAL SUPPORTING DEVICE APPLICATION

A. Damp Locations and Outdoors: Hot-dip galvanized materials, stainless steel materials, or nonmetallic, U-channel system components.

B. Selection of Supports: Comply with manufacturer's written instructions.

C. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four; minimum of 200-lb design load.

3.3 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components.

B. Install individual and multiple raceway hangers to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

F. Install 1/4-inch diameter or larger threaded steel hanger rods, unless otherwise indicated.

G. Install metal channel racks for mounting cabinets, pull and junction boxes, and other devices, unless components are mounted directly to structural elements of adequate strength.

H. Securely fasten electrical items and their supports to structure, unless otherwise indicated. Perform fastening according to the following unless other fastening methods are indicated:

1. Wood: Fasten with wood screws or screw-type nails.
2. Masonry: Toggle bolts on hollow masonry units and expansion bolts on solid masonry units.
3. New Concrete: Concrete inserts with machine screws and bolts.
4. Existing Concrete: Expansion bolts.
5. Instead of expansion bolts, threaded studs driven by a powder charge and provided with lock washers may be used in existing concrete.
6. Fasteners: Select so the load applied to each fastener does not exceed 25 percent of its proof-test load.

3.4 IDENTIFICATION MATERIALS AND DEVICES

A. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.

B. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.

C. Self-Adhesive Identification Products: Clean surfaces before applying.

D. Install continuous underground plastic markers during trench backfilling, for exterior underground power, security, and communication lines. Locate 6 to 8 inches below finished grade, unless shown otherwise in the drawings. If width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches, overall, use a single line marker.

E. Color-code 208/120-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:

1. Phase A: Black.
2. Phase B: Red.
3. Phase C: Blue.

F. Color-code 480/277-V system secondary service, feeder, and branch-circuit conductors throughout the secondary electrical system as follows:

1. Phase A: Brown.
2. Phase B: Orange.
3. Phase C: Yellow.

3.5 DEMOLITION

A. Protect existing electrical equipment and installations indicated to remain. If damaged or disturbed in the course of the WORK, remove damaged portions and install new products of equal capacity, quality, and functionality.

B. Accessible WORK: Remove exposed electrical equipment and installations, indicated to be demolished, in their entirety.

C. Abandoned WORK: Cut and remove buried raceway and wiring, indicated to be abandoned in place, 2 inches below the surface of adjacent construction. Cap raceways and patch surface to match existing finish.

D. Remove demolished material from Project site.

E. Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.

3.6 CUTTING AND PATCHING

A. Cut, channel, chase, and drill surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.

3.7 FIELD QUALITY CONTROL

A. Inspect installed components for damage and faulty WORK, including the following:

1. Supporting devices for electrical components.
2. Electrical identification.
3. Electrical demolition.
4. Cutting and patching for electrical construction.
5. Touchup painting.

3.8 TOUCHUP PAINTING

A. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

B. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.9 CLEANING AND PROTECTION

A. On completion of installation, including outlets, fittings, and devices, inspect exposed finish. Remove burrs, dirt, paint spots, and construction debris.

B. Protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION

***Add** the following Section*:

SECTION 16120 – CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

1.2 SUMMARY

A. This section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 CONDUCTORS AND CABLES (600 VOLT, OR LESS)

A. Available Manufacturers:

1. Alcan Aluminum Corporation; Alcan Cable Div.
2. American Insulated Wire Corp.; a Leviton Company.
3. General Cable Corporation.
4. Senator Wire & Cable Company.
5. Southwire Company.
6. Okonite.

B. Refer to Part 3 "Conductor and Insulation Applications" Article for insulation type, cable construction, and ratings.

C. Conductor Material: Copper complying with NEMA WC 5 or 7; stranded for No. 8 AWG and larger.

D. Conductor Insulation Types: Type THHN-THWN, and XHHW complying with NEMA WC 5 or 7.

2.3 CONNECTORS AND SPLICES

A. Available Manufacturers:

1. AFC Cable Systems, Inc.
2. AMP Incorporated/Tyco International.
3. Hubbell/Anderson.
4. O-Z/Gedney; EGS Electrical Group LLC.
5. 3M Company; Electrical Products Division.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR AND INSULATION APPLICATIONS

A. Service Entrance: XHHW single conductors in raceway.

B. Branch Circuits: Type THHN-THWN, or XHHW single conductors in raceway.

C. Coordinate conductor insulation temperature rating and ampacity rating with the temperature and ampacity rating of their circuit protection devices.

3.2 INSTALLATION

A. Utilize minimum wire sizes as follows, unless noted otherwise:

1. No. 10 AWG for branch circuit wiring.
2. No. 16 AWG for luminaire wiring.

B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values. Provide pulling tension and sidewall pressure calculations where required by the Engineer.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

D. Install cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

E. Maintain cable bending radii in excess of those allowed by the manufacturer.

F. Support cables according to Section 16050 - Basic Electrical Materials and Methods.

G. Neatly bundle and form conductors to fan into terminals at regular intervals inside panels, switchboards, control panels, and terminal cabinets.

H. Identify and color-code conductors and cables according to Section 16050 - Basic Electrical Materials and Methods.

3.3 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors. Use oxide inhibitor in each splice.

3.4 FIELD QUALITY CONTROL

A. Testing: Perform the following field quality-control testing:

1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.
2. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.3.1. Certify compliance with test parameters.

END OF SECTION

***Add** the following Section:*

SECTION 16130 – RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

1.2 SUMMARY

A. This section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

B. Related sections include the following:

1. Section 16050 - Basic Electrical Materials and Methods for supports, anchors, and identification products.

1.3 DEFINITIONS

A. IMC: Intermediate metal conduit.

B. LFMC: Liquidtight flexible metal conduit.

C. LFNC: Liquidtight flexible nonmetallic conduit.

D. RNC: Rigid nonmetallic conduit.

E. RSC: Rigid steel conduit.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

1.5 COORDINATION

A. Coordinate layout and installation of raceways, boxes, enclosures, cabinets, and suspension system with other construction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the WORK include, but are not limited to, the manufacturers specified.

2.2 METAL CONDUIT AND TUBING

A. Available Manufacturers:

1. AFC Cable Systems, Inc.
2. Alflex Inc.
3. Anamet Electrical, Inc.; Anaconda Metal Hose.
4. Electri-Flex Co.
5. Grinnell Co./Tyco International; Allied Tube and Conduit Div.
6. LTV Steel Tubular Products Company.

7. Manhattan/CDT/Cole-Flex.
8. O-Z Gedney; Unit of General Signal.
9. Wheatland Tube Co.

B. Rigid Steel Conduit: ANSI C80.1.

C. IMC: ANSI C80.6.

D. LFMC: Flexible steel conduit with PVC jacket, Federal Specification W-C-566C.

E. Fittings: NEMA FB 1; compatible with conduit and tubing materials.

2.3 NONMETALLIC CONDUIT AND TUBING

A. Available Manufacturers:

1. American International.
2. Anamet Electrical, Inc.; Anaconda Metal Hose.
3. Arnco Corp.
4. Cantex Inc.
5. Certainteed Corp.; Pipe & Plastics Group.
6. Condux International.
7. ElecSYS, Inc.
8. Electri-Flex Co.
9. Lamson & Sessions; Carlon Electrical Products.
10. Manhattan/CDT/Cole-Flex.
11. RACO; Division of Hubbell, Inc.
12. Spiralduct, Inc./AFC Cable Systems, Inc.
13. Thomas & Betts Corporation.

B. RNC: NEMA TC 2, Schedule 40 and Schedule 80 PVC, and Federal Specification W-C1094A.

C. RNC Fittings: NEMA TC 3; match to conduit or tubing type and material.

D. LFNC: UL 1660, Federal Specification WW-C-566C, and ANSI/NFPA 79. The conduit, including fittings shall remain flexible to 0 degrees Fahrenheit, or lower.

1. Type A: Provide LFNC with a smooth inner core of seamless, flexible PVC bonded to an outer covering of flexible material (PVC). A layer of woven nylon mesh shall be located between the inner and outer layers for mechanical reinforcement. This conduit shall be listed for 600 volt use, outdoor use, and Class I, Div. 2, Class II, Div. 1, & Class III, Div. 1 locations. The outer covering shall be resistant to oil products, mild acids, and sunlight.
2. Type B: Provide LFNC with a polyvinyl chloride (PVC) spiral completely surrounded by flexible PVC, suitable for a wet or dry environment. This conduit shall be listed for 600 volt use, outdoor use, and Class I, Div. 2, Class II, Div. 1, & Class III, Div. 1 locations. The outer covering shall be resistant to oil products, mild acids, and sunlight.

2.4 BOXES, ENCLOSURES, AND CABINETS

A. Available Manufacturers:

1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
2. Emerson/General Signal; Appleton Electric Company.
3. Erickson Electrical Equipment Co.
4. Hoffman.
5. Hubbell, Inc.; Killark Electric Manufacturing Co.
6. O-Z/Gedney; Unit of General Signal.
7. RACO; Division of Hubbell, Inc.
8. Robroy Industries, Inc.; Enclosure Division.
9. Scott Fetzer Co.; Adalet-PLM Division.
10. Spring City Electrical Manufacturing Co.
11. Thomas & Betts Corporation.
12. Walker Systems, Inc.; Wiremold Company (The).
13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

B. Cast-Metal Pull and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.

C. Nonmetallic Outlet and Device Boxes: NEMA OS 2.

D. Hinged-Cover Enclosures: NEMA 250, Type 4X, 316 stainless steel, with continuous hinge cover and flush latch.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors:

1. Exposed: Rigid steel or IMC.
2. Boxes and Enclosures: NEMA 250, Type 4X. Nonmetallic for specific application listed.
3. B. Outdoors, Underground:
4. Non-traffic Area: RNC.
5. Traffic Area, and within 5 feet of structures: Concrete encased RNC or RSC.
6. Provide bituminous asphaltic coating for all ferrous conduit installed directly in earth. Apply two (2) coats after completely assembled. Conduit with factory applied protective coating may be considered in lieu of asphalt, provided suitable touch-up materials are used for final sealing of couplings and other injuries to the factory applied coat.
7. Provide RSC elbows, only.
8. C. Minimum Raceway Size: 3/4-inch trade size.
9. D. Raceway Fittings: Compatible with raceways and suitable for use and location.
10. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

11. PVC Externally Coated, Rigid Steel Conduits: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduits.

3.2 INSTALLATION

A. Complete raceway installation before starting conductor installation.

B. Support raceways as specified in Section 16050 - Basic Electrical Materials and Methods.

C. Install temporary closures to prevent foreign matter from entering raceways.

D. Protect stub-ups from damage where conduits rise above grade. Arrange so curved portions of bends are not visible above grade.

E. Make bends and offsets so inside diameter is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.

F. Install exposed raceways, and raceways within accessible spaces, parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.

1. Run parallel or banked raceways together on common supports.
2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.

G. Join raceways with fittings designed and approved for that purpose and make joints tight.

1. Use insulating bushings to protect conductors.

H. Tighten set screws of threadless fittings with suitable tools.

I. Terminations:

1. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.
2. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.

J. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

K. Nonmetallic outlet and device boxes approved only for installation of LED power supply enclosures located in concrete planter walls for Types B and BC luminaires.

3.3 PROTECTION

A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

***Add** the following Section*:

SECTION 16145 – LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

1.2 SUMMARY

A. This section includes photoelectric relays, and multipole lighting contactors.

1.3 SUBMITTALS

A. Product Data: Include dimensions and data on features, components, and ratings for lighting control devices.

B. Maintenance Data: For lighting control devices to include in maintenance manuals specified in Division 1.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, for their indicated use and installation conditions by a testing agency acceptable to authorities having jurisdiction.

B. Comply with 47 CFR 15, Subparts A and B, for Class A digital devices.

C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the WORK include, but are not limited to, the following:

1. Contactors:

   a. Automatic Switch Co.
   b. GE Lighting Controls.
   c. Hubbell Lighting, Inc.
   d. Siemens Energy and Automation, Inc.
   e. Square D Co.; Power Management Organization.
   f. Zenith Controls, Inc.

2. Photoelectric Relays:

   a. Allen-Bradley/Rockwell Automation.
   b. Area Lighting Research, Inc.
   c. Fisher Pierce.
   d. Grasslin Controls, Corp.
   e. Intermatic, Inc.
   f. Paragon Electric Co., Inc.
   g. Rhodes: M H Rhodes, Inc.
   h. SSAC, Inc.
   i. Tork, Inc.

2.2 PHOTOELECTRIC RELAYS

A. Description: Solid state, with single-pole, double-throw dry contacts rated to operate connected relay or contactor coils or microprocessor input, and complying with UL 773A.

B. Light-Level Monitoring Range: 0 to 3500, with an adjustment for turn-on/turn-off levels.

C. Time Delay: Prevents false operation.

D. Outdoor Sealed Units: Weather tight housing, resistant to high temperatures and equipped with sun-glare shield and ice preventer.

2.3 MULTIPOLE CONTACTORS

A. Description: Electrically operated and mechanically held, and complying with UL 508 and NEMA ICS 2.

1. Current Rating for Switching: UL listing or rating consistent with type of load served, including tungsten filament, inductive, and high-inrush ballast (ballasts with 15 percent or less total harmonic distortion of normal load current).
2. Control Coil Voltage: Match control power source.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install equipment level and plumb and according to manufacturer's written instructions.

B. Mount lighting control devices according to manufacturer's written instructions and requirements in Section 16050 - Basic Electrical Materials and Methods.

3.2 CONTROL WIRING INSTALLATION

A. Install wiring between sensing and control devices according to manufacturer's written instructions and as specified in Section 16120 - Conductors and Cables.

B. Wiring Method: Install all wiring in raceway as specified in Section 16130 - Raceways and Boxes.

C. Bundle, train, and support wiring in enclosures.

D. Ground equipment.

E. Connections: Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.

3.3 IDENTIFICATION

A. Identify components and power and control wiring according to Section 16050 - Basic Electrical Materials and Methods.

3.4 FIELD QUALITY CONTROL

A. Inspect control components for defects and physical damage, testing laboratory labeling, and nameplate compliance with the Contract Documents.

B. Check tightness of electrical connections with torque wrench calibrated within previous six months. Use manufacturer's recommended torque values.

C. Electrical Tests: Use particular caution when testing devices containing solid-state components. Perform the following according to manufacturer's written instructions:

1. Continuity tests of circuits.

    a. Operational Tests: Set and operate devices to demonstrate their functions and capabilities in a methodical sequence that cues and reproduces actual operating functions.
    b. Include testing of devices under conditions that simulate actual operational conditions.

D. Correct deficiencies, make necessary adjustments, and retest. Verify that specified requirements are met.

END OF SECTION

***Add** the following Section*:

SECTION 16521 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

1.2 SUMMARY

A. This section includes the following:

1. Exterior luminaires with lamps and ballasts.

1.3 SUBMITTALS

A. Product Data: For each luminaire, arranged in the order of lighting unit designation. Include data on features, accessories, finishes, and the following:

1. Physical description of fixture, including dimensions and verification of indicated parameters.
2. Luminaire dimensions, effective projected area, details of attaching luminaires, accessories, and installation and construction details.
3. Luminaire materials.
4. Dimensioned details of luminaire poles with installation and construction details.
5. Fluorescent and high-intensity-discharge ballasts.
6. Fluorescent and high-intensity-discharge lamps.
7. LED drivers.
8. Electrical and energy-efficiency data for ballasts.

B. Operation and Maintenance Data: For luminaires to include in maintenance manuals.

C. Warranties: Special warranties specified in this section.

1.4 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

1.5 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace luminaires or components of luminaires and lamps that fail in materials or workmanship; corrode; or fade, stain, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.

1. Warranty Period for Luminaires: Five years from date of Substantial Completion.

a. Warranty Period for Metal Corrosion: Five years from date of Substantial Completion.
b. Warranty Period for Color Retention: Five years from date of Substantial Completion.

1.6 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps: 10 for every 100 of each type and rating installed. Furnish at least one of each type.
2. Plastic Diffusers and Lenses: 1 for every 100 of each type and rating installed. Furnish at least one of each type.
3. Ballasts: 1 for every 100 of each type and rating installed. Furnish at least one of each type.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the WORK include, but are not limited to, products specified.

2.2 LUMINAIRES, GENERAL

A. Complying with UL 1598 and listed for installation in wet locations.

B. Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.

C. Metal Parts: Free of burrs and sharp corners and edges.

D. Sheet Metal Components: Corrosion-resistant aluminum, unless otherwise indicated. Form and support to prevent warping and sagging.

E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.

F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.

G. Exposed Hardware Material: Stainless steel.

H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

I. Reflecting surfaces shall have minimum reflectance as follows, unless otherwise indicated:

1. White Surfaces: 85 percent.
2. Specular Surfaces: 83 percent.
3. Diffusing Specular Surfaces: 75 percent.

J. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.

2.3 EXTERIOR LUMINAIRES

A. The luminaire schedule in the drawings characterizes luminaires with features desired for this facility. Substitutions of equal or better quality luminaires with the same salient features will be considered, except where noted otherwise.

2.4 FLUORESCENT LAMP BALLASTS

A. Ballasts shall be suitable for low-temperature environments.

1. Temperatures 0 Deg F and Higher: Electronic type rated for 0 deg F starting temperature.
2. Transient Protection: Comply with IEEE C62.41 for Category A1 locations.

2.5 HIGH-INTENSITY-DISCHARGE LAMP BALLASTS

A. General: Comply with NEMA C82.4 and UL 1029. Shall include the following features, unless otherwise indicated:
1. Type: Constant-wattage autotransformer or regulating high-power-factor type.
2. Minimum Starting Temperature: Minus 22 deg F for single-lamp ballasts.
3. Normal Ambient Operating Temperature: 104 deg F.
4. Open-circuit operation will not reduce average life.

B. High-Pressure-Sodium Ballasts: Solid-state igniter/starter with an average life in pulsing mode of 10,000 hours at an igniter/starter-case temperature of 90 deg C.

2.6 FLUORESCENT LAMPS

A. Low-Mercury Lamps: Comply with Federal toxic characteristic leaching procedure test, and yield less than 0.2 mg of mercury per liter, when tested according to NEMA LL1.

B. T-5 rapid-start, low-mercury lamps, rated 28 W maximum, 2900 initial lumens (minimum), CRI of 85 (minimum), color temperature of 3500 K, and average rated life of 30,000 hours.

2.7 HIGH-INTENSITY-DISCHARGE LAMPS

A. High-Pressure-Sodium Lamps: NEMA C78.42, wattage and burning position as scheduled, CRI 21 (minimum), color temperature 1900 K, and average rated life of 24,000 hours.

2.8 FACTORY FINISHES

A. Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install lamps in each fixture.

B. Luminaire Attachment: Fasten to indicated structural supports.

C. Adjust luminaires that require field adjustment or aiming.

3.2 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 FIELD QUALITY CONTROL

A. Inspect each installed fixture for damage. Replace damaged fixtures and components.

END OF SECTION